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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF SAN BERNARDINO**

| | |
|---|---|
| AMBER RUIZ, an individual,<br><br>Plaintiff,<br><br>v.<br><br>MANLEY LABORATORIES, INC., a California Corporation; and DOES 1-100, inclusive,<br><br>Defendants. | Case No. CIVDS2018793<br><br>**PAGA SETTLEMENT AGREEMENT**<br><br>Action Filed: September 2, 2020<br>Trial Date: TBD |

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Amber Ruiz ("Plaintiff" or "Ruiz") and Manley Laboratories LLC (formerly Manley Laboratories, Inc., following an F reorganization), a California limited liability company, by and through its indemnitor ManleyLabs Ventures II LLC ("Defendant" or "Manley"). The Agreement refers to Ruiz and Manley collectively as the "Parties," or individually as "Party."

**DEFINITIONS**

1. "Action" means the matter of *Amber Ruiz v. Manley Laboratories, Inc., et al.*, initiated on September 2, 2020, and pending in the Superior Court of the State of California, County of San Bernadino (Case No. CIVDS2018793).

2. "Aggrieved Individuals" means all persons, including but not limited to Plaintiff, employed by Defendant as non-exempt employees in the State of California during the PAGA Period.

3. "Aggrieved Individual Data" means Aggrieved Individual identifying information in Defendant's possession including the Aggrieved Individual's name, last-known mailing address, Social Security number and number of PAGA Pay Periods.

4. "Aggrieved Individual Address Search" means Defendant's investigation and search for current Aggrieved Individual mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by Defendant with Aggrieved Individuals.

5. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

6. "Court" means the Superior Court of California, County of San Bernadino.

7. "Defendant" or "Manley" means Defendant Manley Laboratories, Inc.

8. "Defense Counsel" means Jeffrey K. Brown of Payne & Fears LLP.

9. "Effective Date" means the date upon which the Court enters a Judgment on its Order Approving the PAGA Settlement.

10. "Gross Settlement Amount" means one hundred and twenty-five thousand dollars ($125,000), which is the total amount Manley agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the Representative Release Payment, the LWDA PAGA Payment, PAGA Counsel Fees Payment, and PAGA Counsel Litigation Expenses Payment.

11. "Individual PAGA Payment" means each Aggrieved Individual's pro rata share of 25% of the PAGA Penalties calculated by: (a) dividing the amount of the Aggrieved Individual's 25% share of the PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Individuals during the PAGA Period; and (b) multiplying the result by each Aggrieved Individual's PAGA Period Pay Periods.

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12. “Judgment” means the judgment entered by the Court based upon the Final Approval.

13. “LWDA” means the Labor Workforce Development Agency.

14. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

15. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Representative Release Payment. The remainder is to be paid to Aggrieved Individuals as Individual PAGA Payments.

16. “PAGA Counsel” means The Blue Law Group Inc., counsel of record for the Plaintiff in the Action.

17. “PAGA Counsel Fees Payment” means the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees.

18. “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable expenses incurred to prosecute the Action.

19. “PAGA Pay Period” means any Pay Period during which an Aggrieved Individual worked for Manley for at least one day during the PAGA Period.

20. “PAGA Period” means the period from June 8, 2019, until the date of the Approval Order.

21. “PAGA” means the Private Attorneys General Act (Labor Code sections 2698. *et seq*.).

22. “PAGA Notice” means Plaintiff’s June 8, 2020, letter to Manley and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, or $12,500.00, representing 10% of the Gross Settlement Amount, allocated 25% to the Aggrieved Individuals ($3,125.00) and 75% to LWDA ($9,325.00) in settlement of the PAGA claims.

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24. "Plaintiff" or "Representative" means Plaintiff Amber Ruiz, the named Plaintiff in the Action.

25. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraphs 42-45 below.

26. "Released Parties" means: Manley Laboratories LLC (formerly Manley Laboratories, Inc., following an F reorganization), Manley Laboratories, Inc., ManleyLabs Ventures II LLC, and each of their former and present direct and/or indirect owners, dba's, affiliates, subsidiaries, brother and sister corporations, divisions, related companies, successors and predecessors, and current and former employees, directors, officers, shareholders, owners, trustees, fiduciaries, beneficiaries, subrogees, executors, partners, privies, agents, servants, attorneys, insurers, representatives, administrators, employee benefit plans, predecessors, successors, investors, and assigns.

27. "Representative Release Payment" means the payment made to Plaintiff in consideration for her service and assistance in prosecuting the PAGA claims, her dismissal with prejudice of all individual claims alleged in the Action, and agreement and execution of a General Release in favor of the Released Parties. The amount of the Representative Release Payment agreed to by the Parties pursuant to this Agreement is $71,000.00.

28. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

29. "Settlement Administrator" means Defendant, after appointment by the Superior Court to administer the Settlement. Defendant agrees to be bound by this Agreement and to verify to Defendant's counsel that Defendant has performed all duties specified in this Agreement.

**RECITALS**

30. Plaintiff was engaged by Defendant Manley Laboratories, Inc. from September 2016 until April 2020 as a Bookkeeper, Human Resources Manager, and Payroll Manager. Manley Laboratories, Inc. underwent an F reorganization and became Manley Laboratories LLC, a California limited liability company. Manley Laboratories LLC was subsequently sold by ManleyLabs Ventures II LLC to a third party. Under the Membership Interest Purchase Agreement

dated July 10, 2025, ManleyLabs Ventures LLC agreed to indemnify Manley Laboratories LLC for the claims asserted by Plaintiff in this action. Accordingly, the Parties acknowledge and agree that the Gross Settlement Amount shall be funded on behalf of Manley Laboratories LLC by ManleyLabs Ventures II LLC, as indemnitor.

31. On June 8, 2020, Plaintiff submitted the PAGA Notice (attached hereto as Exhibit A) to the LWDA through the online submission portal. Plaintiff served Defendant with the PAGA Notice via certified mail.

32. On September 2, 2020, Plaintiff filed the original complaint in this Action (the "Operative Complaint") (attached hereto as Exhibit B), alleging the following claims on an individual basis: (1) Failure to Pay Wages Pursuant to Labor Code sections 204 and 210 (requiring wages to be paid twice per month); (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Provide Accurate Itemized Wage Statements; (6) Failure to Pay All Wages Due Upon Separation of Employment; and (7) Unfair Competition. The Operative Complaint also included a cause of action for civil penalties pursuant to the PAGA.

33. Defendant answered the Operative Complaint on October 23, 2020.

34. The Parties agreed to directly negotiate a Settlement through counsel rather than pursue litigation, which led to this Agreement to settle the Action.

35. Prior to negotiating the Settlement, Plaintiff obtained from Defendant via formal and informal discovery Plaintiff's personnel records, including her wage statements, information on Plaintiff's meal breaks, information on the purported size of the PAGA class, and Defendant's policies and procedures, which Plaintiff's counsel reviewed and analyzed.

36. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

## TERMS OF SETTLEMENT

37. **Gross Settlement Amount.** The Gross Settlement Amount shall be funded on behalf of Defendant by ManleyLabs Ventures II LLC, pursuant to the indemnity provisions in the

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Membership Interest Purchase Agreement dated July 10, 2025. The Gross Settlement Amount will be One Hundred and Twenty-Five Thousand Dollars ($125,000) and no more, upon approval of the proposed settlement. The Gross Settlement Amount shall be disbursed without asking or requiring Aggrieved Individuals to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

38. **Payments from the Gross Settlement Amount.** The following payments shall be made from the Gross Settlement Amount:

(a) **To PAGA Counsel**: PAGA Counsel Fees Payment of up to $40,000.00 (32 percent of the Gross Settlement Amount), with a PAGA Litigation Expenses Payment of $1,500.00. Defendant will not oppose PAGA Counsel's requests for Court approval of these payments provided they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file a motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment with the motion for approval of the settlement. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, Defendant will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. Defendant will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

(b) **To Plaintiff Amber Ruiz**: The Representative Release Payment of $71,000.00, payable in twenty-four equal monthly installments over the twenty-four months

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following the Effective Date, with the first payment due by the end of the month in which the Effective Date occurs.

(c) **To the LWDA and Aggrieved Individuals**: PAGA Penalties in the total amount of $12,500.00 with 75% ($9,325.00) allocated to the LWDA PAGA Payment and 25% ($3,125.00) allocated to the Individual PAGA Payments. Defendant will report the Individual PAGA Payments on IRS 1099 Forms. Aggrieved Individuals assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

39. Notwithstanding anything to the contrary, Manley Laboratories LLC remains liable to Plaintiff for the Gross Settlement Amount and the payments thereof, and the indemnity language set forth herein does not negate this liability.

40. Notwithstanding the existence of the Indemnitor ManleyLabs Ventures II LLC herein, Plaintiff retains enforcement rights against Manley Laboratories LLC and the Indemnitor in accordance with the terms and conditions hereunder, including, without limitation, the Gross Settlement Amount and the payments thereof as contemplated hereby.

**SETTLEMENT FUNDING AND PAYMENTS**

41. **Aggrieved Individual Pay Periods.** Based on a review of its records to date, Defendant estimates there are sixty-seven (67) Aggrieved Individuals who worked a total of [insert] PAGA Pay Periods.

42. **Payments of Individual PAGA Settlement Payments**. Within ten (10) days of the Effective Date, Defendant will issue checks for the Individual PAGA Payments and send them to the Aggrieved Individuals via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. Defendant will cancel all checks not cashed by the void date. Before mailing any checks, the Defendant must update the recipients' mailing addresses using the National Change of Address Database.

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Defendant must conduct an Aggrieved Individual Address Search for all Aggrieved Individuals whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check, Defendant must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Individual Address Search. Defendant need not take further steps to deliver checks to Aggrieved Individuals whose re- mailed checks are returned as undelivered. Defendant shall promptly send a replacement check to any Aggrieved Individual whose original check was lost or misplaced, requested by the Aggrieved Individual prior to the void date.

For any Aggrieved Individual whose Individual PAGA Payment check is uncashed and cancelled after the void date, Defendant shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Individual.

The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Individuals (such as 40l(k) contributions or bonuses) beyond those specified in this Agreement. Each Aggrieved Individual assumes full responsibility and liability for any taxes owed on their Individual PAGA Payment. Defendant makes no representation as to the tax treatment or legal effect of the Individual PAGA Payments called for hereunder, and Plaintiff, Plaintiff's counsel, and the Aggrieved Individuals are not relying on any statement, representation, or calculation by Defendant as advice regarding any taxes or taxability, if any, associated with the Individual PAGA Payments, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circulate 230 (31 CFR Part 10, as amended) or otherwise.

**RELEASE OF CLAIMS**

43. **Release Date:** Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and the Aggrieved Individuals will release claims against all Released Parties as follows:

44. **Plaintiff's Release.** Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or

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occurrences that occurred prior to the approval of this Settlement, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice, including but not limited to claims for alleged failure to pay overtime wages, failure to provide meal and rest breaks, failure to pay meal and rest break premiums, failure to provide accurate itemized wage statements, and failure to pay all wages due upon separation of employment; this release shall include all claims under PAGA by the LWDA, in Plaintiff's representative capacity based on the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time or based on occurrences that cannot be released according to law. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

45. **Plaintiff's Waiver of Rights Under Civil Code Section 1542**. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

46. **Release by Aggrieved Individuals:** All Aggrieved Individuals are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, which are attached hereto as Exhibits B and A, respectively, including but not limited to claims for civil penalties recoverable

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under Labor Code sections 204, 210, 226(a), 226.3, 226.7, 256, 512, and 558.

47. **Release by PAGA Counsel**: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors, and assigns the Released Parties from all claims for the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

**MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT**

48. **Plaintiff's Responsibilities**. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations [Labor Code section 2699.3, subd. (a)], Operative Complaint [Labor Code section 2699, subd. (s)(1)], this Agreement [Labor Code section 2699, subd. (s)(2)]; (iii) a redlined version of the Parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Individuals. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

49. **Responsibilities of PAGA Counsel**. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than thirty (30) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion.

50. **Duty to Cooperate**. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this

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Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

**SETTLEMENT ADMINISTRATION**

51. **Selection of Administrator.** Given the small number of Aggrieved Individuals, the Parties have jointly elected to have Defendant administer the Settlement Sum.

**CONTINUING JURISDICTION OF THE COURT**

52. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

53. **Waiver of Right to Appeal**. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

**ADDITIONAL PROVISIONS**

54. **No Admission of Liability or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement,

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Defendant reserves all available defenses to the claims in the Action and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

55. **No Press Releases/Public Comment**. Unless they first obtain Defendant's express written consent, PAGA Counsel and Plaintiff shall not (a) discuss, reveal, disclose, publicize, or promote the terms of the Settlement, or the negotiations leading to the Settlement, to any third party (including but not limited to the media, the legal community, or the public at large), or (b) issue any press releases or initiate any contact with the media regarding the Settlement, or otherwise advertise or publicize the Settlement. Nothing in this Agreement is intended to prevent Plaintiff or PAGA Counsel from disclosing or discussing the terms of the Settlement (i) with the Court, (ii) with any Aggrieved Individual, (iii) with the LWDA in conformity with PAGA, or (iv) as otherwise required by law. Moreover, nothing herein will restrict PAGA Counsel from including publicly available information regarding the Settlement in future judicial submissions regarding PAGA Counsel's qualifications and experience.

56. **Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

57. **Attorney Authorization.** PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

58. **Cooperation.** The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of

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any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

59. **No Prior Assignments.** The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

60. **No Tax Advice.** Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

61. **Modification of Agreement.** This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

62. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

63. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

64. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

65. **Confidentiality**. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

66. **Use and Return of Aggrieved Individual Data.** Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the settlement negotiations, or in

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connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after Defendant discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Individual Data received from Defendant unless, prior to paying out of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Individual Data.

67. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

68. **Calendar Days.** Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

69. **Notice.** All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

| To Plaintiff: | To Defendant: |
|---|---|
| Michael Blue, Esq. | Jeffrey K. Brown, Esq. |
| The Blue Law Group Inc. | Payne & Fears LLP |
| 8599 Haven Ave., Suite Ste 201 | 4 Park Plaza, Ste 1100 |
| Rancho Cucamonga, CA 91730 | Irvine, CA 92614 |
| Michael.blue@bluelawgroup.com | jkb@paynefears.com |

70. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

71. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this

Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

Dated: ____________ PLAINTIFF

By: ______________________________
Amber Ruiz

Dated: 8|14|2025 DEFENDANT MANLEY LABORATORIES LLC (FORMERLY MANLEY LABORATORIES, INC., FOLLOWING AN F REORGANIZATION), A CALIFORNIA LIMITED LIABILITY COMPANY, BY AND THROUGH ITS INDEMNITOR MANLEYLABS VENTURES II LLC

By: ______________________________
EVEANNA MANLEY

Title: Member

Dated: ____________ PLAINTIFF'S COUNSEL

By: ______________________________
The Blue Law Group Inc.
Michael Blue, Esq.
Attorneys for Plaintiff Amber Ruiz

Dated: ____________ DEFENDANT'S COUNSEL

By: ______________________________
PAYNE & FEARS, LLP
Jeffrey K. Brown, Esq.
Attorneys for Defendant

4914-0764-9625.1

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Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

Dated: ___________ PLAINTIFF

By: ______________________________
Amber Ruiz

Dated: ___________ DEFENDANT MANLEY LABORATORIES LLC (FORMERLY MANLEY LABORATORIES, INC., FOLLOWING AN F REORGANIZATION), A CALIFORNIA LIMITED LIABILITY COMPANY, BY AND THROUGH ITS INDEMNITOR MANLEYLABS VENTURES II LLC

By: ______________________________
EVEANNA MANLEY

Title: Member

Dated: ___________ PLAINTIFF'S COUNSEL

By: ______________________________
The Blue Law Group Inc.
Michael Blue, Esq.
Attorneys for Plaintiff Amber Ruiz

Dated: 8/19/25 DEFENDANT'S COUNSEL

By: ______________________________
PAYNE & FEARS, LLP
Jeffrey K. Brown, Esq.
Attorneys for Defendant

4914-0764-9625.1

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# EXHIBIT A

**The Blue Law GROUP**
A Professional Law Corporation

www.bluelawgroup.com

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Rancho Cucamonga CA 91730
Phone 909-945-0121 · Fax 909-945-2051

Los Angeles Office:
801 South Grand Avenue, 11th Floor
Los Angeles, CA 90017
Phone 213-458-5122 · Fax 909-945-2051

**VIA ON-LINE SUBMISSION ONLY TO:**
https://dir.tfaforms.net/128 (copy by certified mail to Manley Laboratories, Inc.)

Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

June 8, 2020

**Re: Amber Ruiz v. Manley Laboratories, Inc.**
**PAGA Claim Notice Letter**

To Whom it may concern:

The purpose of this correspondence is to inform you that pursuant to the California *Labor Code* Private Attorney General Act of 2004 ("the Act" or "PAGA") (Cal. *Labor Code* §2698 *et. seq.*), Ms. Amber Ruiz ("Ms. Ruiz" or "Plaintiff"), on behalf of other similarly situated employees and as a representative of the other aggrieved employees of Manley Laboratories, Inc. ("Defendant" or "Manley") intend to avail themselves of the protections of the Act. Additionally, this correspondence will serve to satisfy the notice requirements of the Act, along with the copy of Plaintiff's Complaint which will be filed promptly in the Superior Court for San Bernardino County upon the completion of the notice period under *Labor Code* § 2699.3(a).

As stated in the Complaint, Plaintiff is alleging, individually and on behalf of other similarly situated aggrieved non-exempt aggrieved employees of Manley, that Defendant failed to failed to pay wages of its employees by forcing employees to work off the clock; that Defendant failed to pay overtime wages in violation of *Labor Code* § 510; failed to provide compliant meal and rest periods to its employees in violation of *Labor Code* §§ 226.7 and 512; failed to provide accurate itemized wage statements in violation of *Labor Code* § 226(a); failed to pay wages to separated or terminated employees in violation of *Labor Code* § 203; and engaging in unlawful competition in violation of *Business and Professions Code* §§ 17000, *et seq.*

Plaintiff worked for Defendant as a bookkeeper from approximately **September 2016** through **April 9, 2020**. Although Plaintiff worked as a bookkeeper for Manley, the aggrieved employees she seeks to represent are Manley's assembly line workers who have suffered the same *Labor Code* violations as Plaintiff has. Similar to the other aggrieved employees of Manley, she was a non-exempt employee in the state of California who was made to work off the clock and not paid all of her wages; was made to work through her meal and rest periods just like the similarly situated aggrieved employees; was not given accurate, itemized wage statements from Defendant Manley; and was not given all of wages upon the termination of her employment with Manley.

With regard to Manley failing to pay wages, Plaintiff and the similarly situated aggrieved employees were made to work off the clock. Specifically, Manley had two (2) time clocks where Plaintiff and the aggrieved employees would punch in to start their shifts. One of the time clocks was electronic, and the other one was a manual paper time clock. Manley would schedule the aggrieved employees to work a shift, say ten (10) hours, and then Manley would move the final two hours of that 10-hour shift to another day, so as to avoid paying the overtime rate.

Also with regard to Manley's failure to pay overtime compensation, during the month of **December 2019**, Manley made the aggrieved employees work double the hours the first half of the month, yet spreading the aggrieved employees' pay throughout the month without paying the aggrieved employees any of the requisite overtime and double time pay that was earned the first half of the month. However, the pay of the aggrieved employees was paid out at 40 hours per week spread throughout the entire month of **December 2019**. This practice was in fact done since 2015, and is encompassed in the PAGA limitations period.

The Christmas pay specifically worked as follows – starting in the beginning of **November** until approximately the **10th of December**, employees would come to Manley and work their regularly-scheduled shift of either 8 hours or 10 hours. Then the employee would work an additional set of hours which were then recorded on a paper timecard. Those hours would accumulate and then would be entered for the period of mid-December to the end of December. Plaintiff and the aggrieved employees are paid bi-weekly and would receive two checks mid-December. The first check would be for the regular two-week pay period. The second check would be an advance of the following two week pay period that was the regular hourly equivalent of hours accrued on the paper timecard. Plaintiff and the aggrieved employees were required to work the "Christmas vacation" in **2016**, **2017**, **2018**, and **2019** and accumulated additional work hours. Those work hours should have been paid in the pay period that would be the second pay period of December. However, those hours worked by these employees, were held back until the first pay period of the following year.

Also regarding overtime pay as well as working off the clock, during the entirety of the PAGA limitations period, some of the aggrieved employees were required to take assembly work home, perform the work at home in addition to their regular shift, and would be paid a flat rate for the work performed which was not equivalent to overtime pay. For example, each assembled widget had an assembly cost associated with it, this rate times the number of parts assembled would equal the rate paid. This would also accumulate on a sheet in the Director of Operations office separate from the time clock. The Director of Operations would decide who would get paid, how they would be paid, and the amount. Sometime work performed in the current month, would be paid months later. Plaintiff was ordered to pay this "homework" pay to the aggrieved employees on a separate check. Overtime was also to be paid on a separate check. So was the cleaning pay paid to the employee who cleaned. As a result, many of the aggrieved employees were not paid proper overtime hours.

Manley also failed to provide Plaintiff and the aggrieved employees compliant meal and rest periods under the *Labor Code*, the *Code of Regulations*, and applicable IWC Wage Orders. Specifically, Manley has a bell system that rings to signal the start and end of the meal period. However, Manley rarely if ever followed its own bell system as Plaintiff and the aggrieved employees would have their meal periods interrupted, meaning they could not enjoy a full, thirty (30) minute meal period being free from all of their work duties. Although Plaintiff and the aggrieved employees' meal periods were frequently interrupted by Manley's management, Plaintiff and the aggrieved employees never received premium pay pursuant to *Labor Code* § 226.7.

Similarly, as with meal periods, Plaintiff and the aggrieved employees rarely, if ever, were able to enjoy a legally compliant rest period under the *Code of Regulations* and the applicable Wage Orders. Specifically, Plaintiff and the aggrieved employees were made to work shifts of either 8 or 10 hours, which would entitle them to 2 paid 10-minute rest periods under the *Code of Regulations*. However, Plaintiff and the aggrieved employees rarely were provided with rest breaks, and were made to work through such rest breaks by Manley.

Manley has also failed to provide accurate, itemized wage statements pursuant to *Labor Code* § 226(a). Specifically, Manley would fail to put the overtime hours it did pay to Plaintiff and the aggrieved employees on the same wage statement. Rather, Plaintiff and the aggrieved employees were provided a separate wage statement that would have the overtime hours worked on it, rather than putting the overtime hours worked on the first wage statement. Moreover, the overtime hours that were put on the second wage statement were not accurate as Plaintiff and the aggrieved employees were not paid all of their overtime hours worked. Moreover, Plaintiff and the aggrieved employees were not provided compliant meal and rest breaks, nor were paid premium pay for those missed and/or interrupted meal and rest breaks pursuant to *Labor Code* § 226.7. Such a payment should have been itemized in Plaintiff and the aggrieved employees' wage statements, yet no such itemization was present on the wage statements at any point during the PAGA limitations period. Finally, the entity that is the employer on the wage statement is listed as "Manley Laboratories," when the true name of the entity that is the employer is actually Manley Laboratories, Inc. This is a violation of *Labor Code* § 226(a)(8). As such, Manley is in violation of *Labor Code* § 226(a).

Finally, Plaintiff was terminated on or around **April 9, 2020**, yet when she was provided her final paycheck, it did not include all of the wages due and owing at the time of plaintiff's termination. Specifically, Plaintiff, as well as the aggrieved employees, were not provided all of the premium pay that they should have received from all of the missed meal and rest periods Plaintiff and the aggrieved employees who separated from Manley during the limitations period had to endure during their employment. Also, the check printed for Plaintiff was a manual check and Plaintiff has still yet to receive her final paystub showing a breakdown of the final hours paid, As such, Plaintiff and the similarly situated aggrieved employees are entitled to waiting time penalties under *Labor Code* § 203, up to 30 days wages at the regular rate.

Plaintiff has attached a copy of her Complaint, which will be filed in San Bernardino County Superior Court in substantially similar form promptly upon the completion of the notice period under *Labor Code* § 2699.3(a), and which Plaintiff incorporates as though fully set forth herewith. This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendant by setting forth the specific provisions of the *Labor Code* and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against Manley in the Complaint.

To prevent the above described violations from occurring and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into the employment practices of Manley Laboratories, Inc. and its policies and practices of failing to pay wages and overtime compensation, failing to provide meal and rest periods, failing to provide accurate, itemized wage statements, and failing to pay all wages due upon termination or separation of employment.

**THE BLUE LAW GROUP, INC.**

George A. Aloupas, Esq.
**The Blue Law Group, Inc.**
Attorneys for Plaintiff Amber Ruiz

GAA: ga

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Eveanna D. Manley (Agent for Service of Process)
**Manley Laboratories, Inc.**
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*Attorneys for Plaintiff*
AMBER RUIZ

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF SAN BERNARDINO – SAN BERNARDINO JUSTICE CENTER**

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| AMBER RUIZ, an individual,<br><br>Plaintiff,<br>vs.<br><br>MANLEY LABORATORIES, INC., a California corporation; and DOES 1-100, inclusive<br><br>Defendants. | **<u>REPRESENTATIVE ACTION</u>**<br><br>**Case No.:**<br><br>**<u>Assigned for All Purposes to:</u>**<br>**Hon.**<br>**Dept.**<br><br>**PLAINTIFF AMBER RUIZ'S REPRESENTATIVE ACTION COMPLAINT FOR CIVIL PEANLTIES UNDER THE *LABOR CODE* PRIVATE ATTORNEY GENERAL ACT** |

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Plaintiff AMBER RUIZ, (hereinafter "Plaintiff"), in her representative capacity under the *Labor Code* Private Attorney General Act ("PAGA"), *Labor Code* §§ 2698, *et seq*., alleges as follows:

## INTRODUCTION

1. Plaintiff brings this action against Defendant MANLEY LABORATORIES, INC. to recover civil penalties ("Manley" or "Defendant"). Specifically, Defendant has failed to pay Plaintiff and the aggrieved employees all of their overtime compensation in violation of *Labor Code* § 510; has failed to provide compliant meal and rest breaks and has also failed to compensate Plaintiff and the aggrieved employees the premium pay for those missed, shortened, or interrupted meal and rest breaks in violation of *Labor Code* §§ 226.7, 512, the *Code of Regulations*, and the applicable IWC Wage Orders. Defendant has also failed to provide Plaintiff and the aggrieved employees accurate, itemized wage statements in violation of *Labor Code* § 226(a). Finally, due to failure to pay premium pay as well as all of the overtime pay due, Defendant has failed to pay Plaintiff and other aggrieved employees who have separated or were terminated from Defendant in violation of *Labor Code* § 203. As such, Plaintiff brings this action pursuant to the PAGA, on behalf of the State of California and on a representative basis representing all employees throughout the State of California who have suffered a *Labor Code* violation while working for Defendant (hereinafter "aggrieved employees").

## JURISDICTION AND VENUE

1. Jurisdiction and Venue are proper because the incident and acts that forms the basis of the complaint and damages arising from, occurred within San Bernardino County, and the Defendants can be found in, transact business in, and/or maintain offices in San Bernardino County.

## PARTIES

2. Plaintiff AMBER RUIZ is an individual and a natural person, who at all relevant times alleged herein resided and presently resides in the State of California, County of San Bernardino, and at all times relevant herein, was a non-exempt employee of Defendant MANLEY LABORTATORIES, INC.

3. Plaintiff is informed and believes and thereon alleges that at all times mentioned herein, Defendant MANLEY LABORTATORIES, INC was and is a California corporation which conducts business in the State of California, County of San Bernardino, specifically in the City of Chino.

4. The true names and capacities of DOES 1 through 100 inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff, who therefore sues such Defendants by fictitious names pursuant to California *Code of Civil Procedure* § 474. Plaintiff will amend the complaint to show their true names and capacities once they have been ascertained. Plaintiff is informed and believes, and thereon alleges, that each of the fictitiously named Defendants are responsible in some manner for the occurrences alleged, and that Plaintiff's injuries and damages as alleged were proximately caused by their conduct. Doe Defendants will be referred to collectively as "Defendants."

5. Plaintiff is informed and believes, and thereon alleges that Defendants, and each of them, at all relevant times were the agents, employees, servants, joint ventures, directors, fiduciaries, representatives, and/or co-conspirators of each of the remaining Defendants. The Defendants, in doing the things alleged, were acting within the course and scope of such relationship and are responsible in some manner for the occurrences alleged and, as a proximate cause, of Plaintiff's damages as alleged.

6. Plaintiff is informed and believes, and thereon alleges, that each of the Defendants knowingly and purposefully conspired to and agreed to the acts herein alleged. Defendants did these acts pursuant to and in furtherance of their conspiracy. Defendants furthered their conspiracy by cooperation, lending aid, encouragement, ratification and adopting the acts of each other.

7. Plaintiff is informed and believes and thereon alleges that Defendants committed other wrongful acts or omissions of which Plaintiff is presently unaware. Such acts are ongoing and will continue after the filing of this action. Plaintiff will seek leave of court to amend this Complaint when Plaintiff discovers these other acts and/or omissions of such Defendants.

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## FACTUAL BACKGROUND

**8.** Plaintiff worked for Defendant as a bookkeeper from approximately **September 2016** through **April 9, 2020**. Although Plaintiff worked as a bookkeeper for Manley, the aggrieved employees she seeks to represent are Manley's assembly line workers who have suffered the same *Labor Code* violations as Plaintiff has. During the PAGA limitations period, Plaintiff's rate of pay was approximately **$31.00/hr.** Plaintiff and the aggrieved employees, at all times pertinent hereto, were non-exempt employees of Manley within the meaning of the California *Labor Code* and the implementing rules and regulations of IWC California Wage Orders.

**9.** Plaintiff alleges, on behalf of herself and the similarly situated aggrieved employees, that Manley failed to pay all of the overtime compensation due and owing pursuant to *Labor Code* § 510. Specifically, Manley had two (2) time clocks where Plaintiff and the aggrieved employees would punch in to start their shifts. One of the time clocks was electronic, and the other one was a manual paper time clock. Manley would schedule the aggrieved employees to work a shift, say ten (10) hours, and then Manley would move the final two hours of that 10-hour shift to another day, so as to avoid paying the overtime rate. This results in Plaintiff and the aggrieved employees not being paid overtime for 2 hours in the workday.

**10.** Also with regard to Manley's failure to pay overtime compensation, during the month of **December 2019**, Manley made the aggrieved employees work double the hours the first half of the month, yet spreading the aggrieved employees' pay throughout the month without paying the aggrieved employees any of the requisite overtime and double time pay that was earned the first half of the month. However, the pay of the aggrieved employees was paid out at 40 hours per week spread throughout the entire month of **December 2019**. This has resulted in Manley avoiding potentially hundreds of hours of overtime and double time compensation to the aggrieved employees.

**11.** The Christmas pay specifically worked as follows – starting in the beginning of **November** until approximately the **10th of December**, employees would come to Manley and work their regularly-scheduled shift of either 8 hours or 10 hours. Then the employee would work an additional set of hours which were then recorded on a paper timecard. Those hours would accumulate and then would be entered for the period of **mid-December** to the **end of December**. Plaintiff and the aggrieved employees are paid bi-weekly and would receive two checks mid-December. The first check would be for the regular two-week pay period. The second check would be an advance of the following two week pay period that was the regular hourly equivalent of hours accrued on the paper timecard. Plaintiff and the aggrieved employees were required to work the "Christmas vacation" in **2016**, **2017**, **2018**, and **2019** and accumulated additional work hours. Those work hours should have been paid in the pay period that would be the second pay period of December. However, those hours worked by these employees, were held back until the first pay period of the following year.

**12.** Manley also failed to provide Plaintiff and the aggrieved employees compliant meal and rest periods under the *Labor Code*, the *Code of Regulations*, and applicable IWC Wage Orders. Specifically, Manley has a bell system that rings to signal the start and end of the meal period. However, Manley rarely, if ever, followed its own bell system as Plaintiff and the aggrieved employees would have their meal periods interrupted, meaning they could not enjoy a full, thirty (30) minute meal period being free from all of their work duties in violation of *Labor Code* § 512. Although Plaintiff and the aggrieved employees' meal periods were frequently interrupted by Manley's management, Plaintiff and the aggrieved employees never received premium pay pursuant to *Labor Code* § 226.7.

**13.** Similarly, as with meal periods, Plaintiff and the aggrieved employees rarely, if ever, were able to enjoy a legally compliant rest period under the *Code of Regulations* and the applicable Wage Orders. Specifically, Plaintiff and the aggrieved employees were made to work shifts of either 8 or 10 hours, which would entitle them to 2 paid 10-minute rest periods under the *Code of Regulations*. However, Plaintiff and the aggrieved employees rarely were provided with rest breaks, and were made to work through such rest breaks by Manley. Although Plaintiff and the aggrieved employees were made to work through most of their rest breaks, they were not paid premium pay by Manley pursuant to *Labor Code* § 226.7.

**14.** Manley has also failed to provide accurate, itemized wage statements to Plaintiff and the aggrieved employees pursuant to *Labor Code* § 226(a). Specifically, Manley would fail to put all of the overtime hours it did pay to Plaintiff and the aggrieved employees on the same wage statement. Rather, Plaintiff and the aggrieved employees were provided a separate wage statement that would have the overtime hours worked on it, rather than putting the overtime hours worked on the first wage statement. Moreover, the overtime hours that were put on the second wage statement were not accurate as Plaintiff and the aggrieved employees were not paid all of their overtime hours worked. Moreover, Plaintiff and the aggrieved employees were not provided compliant meal and rest breaks, nor were paid premium pay for those missed and/or interrupted meal and rest breaks pursuant to *Labor Code* § 226.7. Such a payment should have been itemized in Plaintiff and the aggrieved employees' wage statements, yet no such itemization was present on the wage statements at any point during the limitations period. Finally, the entity that is the employer on the wage statement is listed as "Manley Laboratories," when the true name of the entity that is the employer is actually Manley Laboratories, Inc. This is a violation of *Labor Code* § 226(a)(8). As such, Manley is in violation of *Labor Code* § 226(a) for failing to provide accurate itemized wage statements to Plaintiff and the aggrieved employees.

**15.** Furthermore, during the entirety of the PAGA limitations period, some of the aggrieved employees were required to take assembly work home, perform the work at home in addition to their regular shift, and would be paid a flat rate for the work performed which was not equivalent to overtime pay. For example, each assembled widget had an assembly cost associated with it, this rate times the number of parts assembled would equal the rate paid. This would also accumulate on a sheet in the Director of Operations office separate from the time clock. The Director of Operations would decide who would get paid, how they would be paid, and the amount. Sometime work performed in the current month, would be paid months later. Plaintiff was ordered to pay this "homework" pay to the aggrieved employees on a separate check. Overtime was also to be paid on a separate check. So was the cleaning pay paid to the employee who cleaned. As a result, many of the aggrieved employees were not paid proper overtime hours.

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**16.** Finally, Plaintiff was terminated on or around **April 9, 2020**, yet when she was provided her final paycheck, it did not include all of the wages due and owing at the time of plaintiff's termination. Specifically, Plaintiff, as well as the aggrieved employees who were terminated or have separated from employment with Manley, were not provided all of the premium pay that they should have received from all of the missed meal and rest periods Plaintiff and the aggrieved employees had to endure during their employment. As such, Plaintiff and the similarly situated aggrieved employees are entitled to waiting time penalties under *Labor Code* § 203, up to 30 days wages at the regular rate.

**17.** Manley employs and employed Plaintiff and the similarly situated aggrieved employees at its Chino, California location, and they were all subject to a common policy regarding the paying of overtime wages, as well as meal and rest periods. Plaintiff and the aggrieved employees were not paid all of the overtime hours that were worked, especially during the month of **December**, where they were made to cram one month of work into a half of a month but their pay was spread throughout the whole month so Manley can avoid paying overtime and double time compensation to Plaintiff and the aggrieved employees. This practice has been going on for approximately five (5) years, and certainly throughout the PAGA limitations period.

**<u>FIRST CAUSE OF ACTION</u>**

**CIVIL PENALTIES PURSUNT TO PRIVATE ATTORNEY GENERAL ACT**

**[*Labor Code* §§ 2698, *et seq.*]**

**(as against MANLEY LABORATORIES, INC. and DOES 1-100, inclusive)**

**18.** Plaintiff incorporates all previous paragraphs of this Complaint as though fully set forth herein.

**19.** As a result of the acts previously alleged, including violations of the sections of the California *Labor Code* alleged above and for Defendant's failure to pay wages including overtime wages, failure to provide meal and rest periods to Plaintiff and the aggrieved employees, failure to provide accurate itemized wage statements to Plaintiff and the aggrieved

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employees, and failing to pay all wages due upon termination or separation of employment, Plaintiff seeks penalties under *Labor Code* §§ 2698 and 2699.

**20.** For each such violation, Plaintiff on behalf of herself and the similarly aggrieved employees of Defendant is entitled to penalties in the amount to be shown at the time of trial subject to the following formula:

(a) $100 for the initial violation per employee per pay period.

(b) $200 for each subsequent violation per employee per pay period.

**21.** These penalties will be allocated 75% to the Labor Workforce Development Agency ("LWDA") and 25% to the affected employees.

**22.** Plaintiff submitted a PAGA Notice Letter to the LWDA and sent a certified mail copy of the letter and this Complaint to Defendant MANLEY LABORATORIES, INC. on **June 8, 2020**, as prescribed by the *Labor Code*, and did not receive a response. Therefore, Plaintiff may proceed with this claim for penalties pursuant to *Labor Code* §§ 2698, *et seq*. This PAGA claim encompasses all the claims as addressed and allegations as stated in the PAGA Notice Letter and in the draft version of this Complaint that accompanied it, which were submitted to the LWDA on **June 8, 2020**.

**23.** **WHEREFORE**, Plaintiff and each of the aggrieved employees she seeks to represent, request relief as described herein and below and as deemed just.

## PRAYER

**THEREFORE**, Plaintiff prays for judgment against the defendants, and each of them alleged herein, as follows:

**ON THE FIRST CAUSE OF ACTION:**

(a) That Defendants be ordered to pay civil penalties pursuant to violations of *Labor Code* §§ 2698 and 2699, in the amount of $100 for the first violation per employee per pay period, and $200 for subsequent violations per employee per pay period to be allocated 75% to the LWDA and 25% to the affected employees; and

(b) For reasonable attorneys' fees and costs as allowed by statute.

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**ON ALL CAUSES OF ACTION:**

(a) For reasonable attorneys' fees;

(b) For costs of suit;

(c) For such other and further relief as this Court may deem just and proper.

Dated: June 8, 2020

**THE BLUE LAW GROUP INC.**

Michael K. Blue, Esq.
George A. Aloupas, Esq.
*Attorneys for Plaintiff: AMBER RUIZ*

# EXHIBIT B

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

SEP 02 2020

BY [signature]
MELISSA PEREZ, DEPUTY

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*Attorneys for Plaintiff*
AMBER RUIZ

BY FAX

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF SAN BERNARDINO – SAN BERNARDINO JUSTICE CENTER**

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| AMBER RUIZ, an individual,<br><br>Plaintiff,<br>vs.<br><br>MANLEY LABORATORIES, INC., a California Corporation; and DOES 1-100, inclusive<br><br>Defendants. | **REPRESENTATIVE ACTION**<br><br>**Case No.:** CIV DS 2018793<br><br>**Assigned for All Purposes to:**<br>**Hon.**<br>**Dept.**<br><br>**PLAINTIFF AMBER RUIZ'S REPRESENTATIVE ACTION COMPLAINT FOR CIVIL PEANLTIES UNDER THE *LABOR CODE* PRIVATE ATTORNEY GENERAL ACT** |

Plaintiff AMBER RUIZ, (hereinafter "Plaintiff"), in her representative capacity under the *Labor Code* Private Attorney General Act ("PAGA"), *Labor Code* §§ 2698, *et seq.*, alleges as follows:

**INTRODUCTION**

1. Plaintiff brings this action against Defendant MANLEY LABORATORIES, INC. to recover civil penalties ("Manley" or "Defendant"). Specifically, Defendant has failed to pay Plaintiff and the aggrieved employees all of their overtime compensation in violation of *Labor Code* § 510; has failed to provide compliant meal and rest breaks and has also failed to compensate Plaintiff and the aggrieved employees the premium pay for those missed, shortened, or interrupted meal and rest breaks in violation of *Labor Code* §§ 226.7, 512, the *Code of Regulations*, and the applicable IWC Wage Orders. Defendant has also failed to provide Plaintiff and the aggrieved employees accurate, itemized wage statements in violation of *Labor Code* § 226(a). Finally, due to failure to pay premium pay as well as all of the overtime pay due, Defendant has failed to pay Plaintiff and other aggrieved employees who have separated or were terminated from Defendant in violation of *Labor Code* § 203. As such, Plaintiff brings this action pursuant to the PAGA, on behalf of the State of California and on a representative basis representing all employees throughout the State of California who have suffered a *Labor Code* violation while working for Defendant (hereinafter "aggrieved employees").

**JURISDICTION AND VENUE**

1. Jurisdiction and Venue are proper because the incident and acts that forms the basis of the complaint and damages arising from, occurred within San Bernardino County, and the Defendants can be found in, transact business in, and/or maintain offices in San Bernardino County.

**PARTIES**

2. Plaintiff AMBER RUIZ is an individual and a natural person, who at all relevant times alleged herein resided and presently resides in the State of California, County of San Bernardino, and at all times relevant herein, was a non-exempt employee of Defendant MANLEY LABORTATORIES, INC.

3. Plaintiff is informed and believes and thereon alleges that at all times mentioned herein, Defendant MANLEY LABORTATORIES, INC was and is a California corporation which conducts business in the State of California, County of San Bernardino, specifically in the City of Chino.

4. The true names and capacities of DOES 1 through 100 inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff, who therefore sues such Defendants by fictitious names pursuant to California *Code of Civil Procedure* § 474. Plaintiff will amend the complaint to show their true names and capacities once they have been ascertained. Plaintiff is informed and believes, and thereon alleges, that each of the fictitiously named Defendants are responsible in some manner for the occurrences alleged, and that Plaintiff's injuries and damages as alleged were proximately caused by their conduct. Doe Defendants will be referred to collectively as "Defendants."

5. Plaintiff is informed and believes, and thereon alleges that Defendants, and each of them, at all relevant times were the agents, employees, servants, joint ventures, directors, fiduciaries, representatives, and/or co-conspirators of each of the remaining Defendants. The Defendants, in doing the things alleged, were acting within the course and scope of such relationship and are responsible in some manner for the occurrences alleged and, as a proximate cause, of Plaintiff's damages as alleged.

6. Plaintiff is informed and believes, and thereon alleges, that each of the Defendants knowingly and purposefully conspired to and agreed to the acts herein alleged. Defendants did these acts pursuant to and in furtherance of their conspiracy. Defendants furthered their conspiracy by cooperation, lending aid, encouragement, ratification and adopting the acts of each other.

7. Plaintiff is informed and believes and thereon alleges that Defendants committed other wrongful acts or omissions of which Plaintiff is presently unaware. Such acts are ongoing and will continue after the filing of this action. Plaintiff will seek leave of court to amend this Complaint when Plaintiff discovers these other acts and/or omissions of such Defendants.

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## FACTUAL BACKGROUND

8. Plaintiff worked for Defendant as a bookkeeper from approximately **October 2015** through **April 9, 2020**. Although Plaintiff worked as a bookkeeper for Manley, the aggrieved employees she seeks to represent are Manley's assembly line workers who have suffered the same *Labor Code* violations as Plaintiff has. Plaintiff's rate of pay was approximately **$31.00/hr.** Plaintiff and the aggrieved employees, at all times pertinent hereto, were non-exempt employees of Manley within the meaning of the California *Labor Code* and the implementing rules and regulations of IWC California Wage Orders.

9. Plaintiff alleges, on behalf of herself and the similarly situated aggrieved employees, that Manley failed to pay all of the overtime compensation due and owing pursuant to *Labor Code* § 510. Specifically, Manley had two (2) time clocks where Plaintiff and the aggrieved employees would punch in to start their shifts. One of the time clocks was electronic, and the other one was a manual paper time clock. Manley would schedule the aggrieved employees to work a shift, say ten (10) hours, and then Manley would move the final two hours of that 10-hour shift to another day, so as to avoid paying the overtime rate. This results in Plaintiff and the aggrieved employees not being paid overtime for 2 hours in the workday.

10. Also with regard to Manley's failure to pay overtime compensation, during the month of **December 2019**, Manley made the aggrieved employees work double the hours the first half of the month, yet spreading the aggrieved employees' pay throughout the month without paying the aggrieved employees any of the requisite overtime and double time pay that was earned the first half of the month. More specifically, from **December 1st through December 15th**, the aggrieved employees were made to work 30-40 hours more per week during that time, meaning workdays of 14-16 hours. However, the pay of the aggrieved employees was paid out at 40 hours per week spread throughout the entire month of **December 2019**. This has resulted in Manley avoiding potentially hundreds of hours of overtime and double time compensation to the aggrieved employees.

11. Manley also failed to provide Plaintiff and the aggrieved employees compliant meal and rest periods under the *Labor Code*, the *Code of Regulations*, and applicable IWC Wage

Orders. Specifically, Manley has a bell system that rings to signal the start and end of the meal period. However, Manley rarely, if ever, followed its own bell system as Plaintiff and the aggrieved employees would have their meal periods interrupted, meaning they could not enjoy a full, thirty (30) minute meal period being free from all of their work duties in violation of *Labor Code* § 512. Although Plaintiff and the aggrieved employees' meal periods were frequently interrupted by Manley's management, Plaintiff and the aggrieved employees never received premium pay pursuant to *Labor Code* § 226.7.

**12.** Similarly, as with meal periods, Plaintiff and the aggrieved employees rarely, if ever, were able to enjoy a legally compliant rest period under the *Code of Regulations* and the applicable Wage Orders. Specifically, Plaintiff and the aggrieved employees were made to work shifts of either 8 or 10 hours, which would entitle them to 2 paid 10-minute rest periods under the *Code of Regulations*. However, Plaintiff and the aggrieved employees rarely were provided with rest breaks, and were made to work through such rest breaks by Manley. Although Plaintiff and the aggrieved employees were made to work through most of their rest breaks, they were not paid premium pay by Manley pursuant to *Labor Code* § 226.7.

**13.** Manley has also failed to provide accurate, itemized wage statements to Plaintiff and the aggrieved employees pursuant to *Labor Code* § 226(a). Specifically, Manley would fail to put all of the overtime hours it did pay to Plaintiff and the aggrieved employees on the same wage statement. Rather, Plaintiff and the aggrieved employees were provided a separate wage statement that would have the overtime hours worked on it, rather than putting the overtime hours worked on the first wage statement. Moreover, the overtime hours that were put on the second wage statement were not accurate as Plaintiff and the aggrieved employees were not paid all of their overtime hours worked. Moreover, Plaintiff and the aggrieved employees were not provided compliant meal and rest breaks, nor were paid premium pay for those missed and/or interrupted meal and rest breaks pursuant to *Labor Code* § 226.7. Such a payment should have been itemized in Plaintiff and the aggrieved employees' wage statements, yet no such itemization was present on the wage statements at any point during the limitations period. Finally, the entity that is the employer on the wage statement is listed as "Manley Laboratories," when the true name of the entity that is the employer is actually Manley Laboratories, Inc. This is a violation of *Labor Code* § 226(a)(8). As such, Manley is in violation of *Labor Code* § 226(a) for failing to provide accurate itemized wage statements to Plaintiff and the aggrieved employees.

**14.** Finally, Plaintiff was terminated on or around **April 9, 2020,** yet when she was provided her final paycheck, it did not include all of the wages due and owing at the time of plaintiff's termination. Specifically, Plaintiff, as well as the aggrieved employees who were terminated or have separated from employment with Manley during the applicable limitations period, were not provided all of the premium pay that they should have received from all of the missed meal and rest periods Plaintiff and the aggrieved employees had to endure during their employment. As such, Plaintiff and the similarly situated aggrieved employees are entitled to waiting time penalties under *Labor Code* § 203, up to 30 days wages at the regular rate.

**15.** Manley employs and employed Plaintiff and the similarly situated aggrieved employees at its Chino, California location, and they were all subject to a common policy regarding the paying of overtime wages, as well as meal and rest periods. Plaintiff and the aggrieved employees were not paid all of the overtime hours that were worked, especially during the month of **December 2019**, where they were made to cram one month of work into a half of a month but their pay was spread throughout the whole month so Manley can avoid paying overtime and double time compensation to Plaintiff and the aggrieved employees.

## FIRST CAUSE OF ACTION

## CIVIL PENALTIES PURSUNT TO PRIVATE ATTORNEY GENERAL ACT

**[*Labor Code* §§ 2698, *et seq.*]**

**(as against MANLEY LABORATORIES, INC. and DOES 1-100, inclusive)**

**16.** Plaintiff incorporates all previous paragraphs of this Complaint as though fully set forth herein.

**17.** As a result of the acts previously alleged, including violations of the sections of the California *Labor Code* alleged above and for Defendant's failure to pay wages including overtime wages, failure to provide meal and rest periods to Plaintiff and the aggrieved employees, failure to provide accurate itemized wage statements to Plaintiff and the aggrieved employees, and failing to pay all wages due upon termination or separation of employment, Plaintiff seeks penalties under *Labor Code* §§ 2698 and 2699.

**18.** For each such violation, Plaintiff on behalf of herself and the similarly aggrieved employees of Defendant is entitled to penalties in the amount to be shown at the time of trial subject to the following formula:

(a) $100 for the initial violation per employee per pay period.

(b) $200 for each subsequent violation per employee per pay period.

**19.** These penalties will be allocated 75% to the Labor Workforce Development Agency ("LWDA") and 25% to the affected employees.

**20.** Plaintiff submitted a PAGA Notice Letter to the LWDA and sent a certified mail copy of the letter and this Complaint to Defendant MANLEY LABORATORIES, INC. on **June 8, 2020**, as prescribed by the *Labor Code*, and did not receive a response. Therefore, Plaintiff may proceed with this claim for penalties pursuant to *Labor Code* §§ 2698, *et seq*. This PAGA claim encompasses all the claims as addressed and allegations as stated in the PAGA Notice Letter and in the draft version of this Complaint that accompanied it, which were submitted to the LWDA on **June 8, 2020**.

**21. WHEREFORE**, Plaintiff and each of the aggrieved employees she seeks to represent, request relief as described herein and below and as deemed just.

## PRAYER

**THEREFORE**, Plaintiff prays for judgment against the defendants, and each of them alleged herein, as follows:

**ON THE FIRST CAUSE OF ACTION:**

(a) That Defendants be ordered to pay civil penalties pursuant to violations of *Labor Code* §§ 2698 and 2699, in the amount of $100 for the first violation per employee per pay period, and $200 for subsequent violations per employee per pay period to be allocated 75% to the LWDA and 25% to the affected employees; and

(b) For reasonable attorneys' fees and costs as allowed by statute.

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**ON ALL CAUSES OF ACTION:**

(a) For reasonable attorneys' fees;

(b) For costs of suit;

(c) For such other and further relief as this Court may deem just and proper.

Dated: September 2, 2020

**THE BLUE LAW GROUP INC.**

Michael K. Blue, Esq.
George A. Aloupas, Esq.
*Attorneys for Plaintiff: AMBER RUIZ*