

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Frederick Williams and Defendants BDS Marketing, LLC; BDS National Retail Solutions, LLC; Apollo Retail Specialists, LLC; BDS Connected Solutions, LLC; and BDS Solutions Group, LLC (collectively “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” mean the respective Plaintiff’s lawsuits as follows:

- a. *Williams v. BDS Marketing, LLC, et al.* pending in the Superior Court of California in the County of Orange, Case No. 30-2020-01175950-CU-OE-CJC (“Orange County PAGA Action”).
- b. *Williams v. BDS Marketing, LLC, et al.* pending in the American Arbitration Association Case No 01-22-0003-7549 (“Individual Arbitration”).

1.2. “Administrator” means Simpluris, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.

1.4. “Aggrieved Employee” means a person currently or formerly employed by Defendants in California as a non-exempt or hourly employee who worked during the PAGA Period.

1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s full name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee 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 the Administrator with Aggrieved Employees.

1.7. “Court” means the Superior Court of California, County of Orange.

1.8. “Defense Counsel” means Mark D. Kemple and Bryan Patton of Greenberg Traurig, LLP.

1.9. “Effective Date” means the later of: (A) the sixty-fifth (65) day after the Court enters a Judgment on its Order Approving the PAGA Settlement, provided no appeal has been initiated and no motion to vacate has been filed; or (B) if such an appeal or motion to vacate is timely

initiated, then the later of (i) the sixty-fifth (65) day after the Court enters a Judgment on its Order Approving the PAGA Settlement, provided no appeal has been initiated and no motion to vacate has been filed, or (ii) five (5) business days after final resolution of that appeal or motion (including any requests for rehearing or appeals, including petitions for certiorari), resulting in final judicial approval of the Settlement.

1.10. “Gross Settlement Amount” means \$990,000.00 (Nine Hundred Ninety Thousand Dollars) which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Representative Service Payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.

1.11. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. “Judgment” means the judgment entered by the Court based upon the Approval Order.

1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

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

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

1.16. “Operative Complaint” refers to the consolidated Complaint to filed by PAGA Counsel in the Orange County Court PAGA Action which contains all theories of PAGA liability in the Orange County PAGA Action, and all theories of liability in the PAGA notice, amended PAGA notice and second amended PAGA notice (attached hereto as Exhibit A), and the Individual PAGA claims brought in the Individual Arbitration (attached hereto as Exhibit B).

1.17. “PAGA Counsel” means Haig Kazandjian and Cathy Gonzalez of Haig B. Kazandjian Lawyer, APC.

1.18. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.19. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for any Defendant for at least one day in California during the PAGA Period.

1.20. “PAGA Period” means the period from September 23, 2019 to the date that the Court issues the Approval Order.

1.21. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.22. “PAGA Notices” means Plaintiff’s respective letters to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.24 “PAGA Representative Service Payment” is the amount to be paid to Plaintiff for his service as PAGA Representative.

1.25. “Plaintiff” means Frederick Williams the named Plaintiff in the Action.

1.26. “Approval Order” means the Court Order Granting Approval of PAGA Settlement.

1.27. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 6 below.

1.28. “Released Parties” means: Defendants and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors, assigns, and affiliates, joint venturers, as well as its past, present and future owners, officers, directors, employees, associates, partners, shareholders, members, agents, attorneys, insurers, reinsurers, and any individual or entity that could be jointly liable with Defendant.

1.29. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.30. “Defendants” means Defendants BDS Marketing, LLC; BDS National Retail Solutions, LLC; Apollo Retail Specialists, LLC; BDS Connected Solutions, LLC; and BDS Solutions Group, LLC.

2. RECITALS.

2.1.

a. On December 23, 2020, Plaintiff commenced this action by filing a Complaint in Orange County Superior Court alleging a cause of action for civil penalties pursuant to the Private Attorneys General Act of 2004, Labor Code § 2698, *et seq.* against BDS Marketing, LLC and BDS National Retail Solutions, LLC.

b. On August 12, 2022, the court in the Orange County PAGA Action issued an order compelling Plaintiff to arbitrate his individual PAGA claim and staying the balance of the action.

c. As part of this Settlement, and as further discussed in paragraph 3 below, Plaintiff agreed to amend the PAGA notice and to amend via stipulation the Complaint in Orange County Superior Court adding Apollo Retail Specialists, LLC; BDS Connected Solutions, LLC; and BDS Solutions Group, LLC, and adding all claims and theories addressed and negotiated by the parties during their mediation. (the “Operative Complaint”).

d. Defendants deny the allegations in Plaintiff’s Complaint and in the Operative Complaint, deny any failure to comply with the laws identified in Plaintiff’s Complaint and the Operative Complaint and deny any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice, and the Amended PAGA Notice.

2.3. On February 6, 2024, Plaintiff and Defendants participated in an all-day mediation presided over by the Mediator Michael Loeb, Esq., which led to this Agreement to settle the Action.

2.4. Prior to mediating the Settlement, Plaintiff obtained, through informal discovery, PAGA group information for the PAGA period, time and wage records for the Aggrieved Employees, Plaintiff’s personal files, information regarding Defendants’ policies and practices during the PAGA period, and information regarding prior settlements or judgements to aid in preparation of Plaintiff’s evaluation of the claims and formulation of a damages model. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”). Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.5. The Parties, PAGA Counsel and Defense Counsel represent that the following other pending matter or actions will be extinguished or affected by the Settlement: (i) *Martinelli v. Apollo Retail Specialists, LLC*, San Joaquin Superior Court Case STK-CV-UOE-2022-3870; (ii) *Holland v. Apollo Retail Specialists, LLC*, San Joaquin Superior Court Case STK-CV-UOE-2023-151; (iii) *Hutchinson v. BDS Connected Solutions, LLC* San Diego Superior Court Case 37-2023-00034897-CU-OE-CTL; and (iv) *Bumpers v. Apollo Retail Specialists, LLC*, Los Angeles Superior Court Case 23STCV19835.

3. FILING OF AMENDED COMPLAINT IN ORANGE COUNTY SUPERIOR COURT.

3.1. The Parties have stipulated that Plaintiff would give timely written notice to Defendants and the LWDA by sending a Second Amended PAGA Notice. Plaintiff served the Second Amended PAGA notice on April 19, 2024.

3.2. The Parties have stipulated to the filing of a First Amended Complaint which was filed on July 9, 2024.

4. MONETARY TERMS

4.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay \$990,000.00 (Nine Hundred Ninety Thousand Dollars) and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 5.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

4.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

4.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment as approved by the Court of not more than 35% of the Gross Settlement Amount (or \$346,500.00) and PAGA Counsel Litigation Expenses Payment as approved by the Court of not more than \$20,000.00. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator 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 any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel 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 Defendants harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

4.2.2. To Plaintiff: A PAGA Representative Service Payment to Plaintiff as approved by the Court of up to \$5,000.00 in exchange for his service in the Action, subject to the approval of the Court. As part of this settlement, and in consideration for Plaintiff's release, Defendants waive any ability to recovery Defendants' costs in this action and will not oppose Plaintiff's request for a PAGA Representative Service Payment that does not exceed these amounts. The Administrator will issue an IRS Form 1099 to Plaintiff for the PAGA Representative Service Payment and for the General Release payment. If the Court approves a PAGA Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

4.2.3. To the Administrator: An Administrator Expenses Payment as approved by the Court not to exceed \$15,393.00 except for a showing of good cause and as approved by the Court. To the

extent the Administration Expenses are less or the Court approves payment less than \$15,393.00, the Administrator will allocate the remainder to the Net Settlement Amount.

4.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$603,107.00 to be paid from the Gross Settlement Amount, less the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Service Payment, Administration Expenses Payment, with 75% (projected to be \$452,330.25) allocated to the LWDA PAGA Payment and 25% (projected to be \$150,776.75) allocated to the Individual PAGA Payments.

4.3. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (projected to be \$150,776.75) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

5. SETTLEMENT FUNDING AND PAYMENTS.

5.1. Aggrieved Employee Pay Periods. Based on a review of its records, Defendants estimate Aggrieved Employees worked a total of 70,872 Pay Periods from September 23, 2019 through February 6, 2024.

5.2. Aggrieved Employee Data. Within 30 days of the Effective Date, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

5.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 21 days after the Effective Date.

5.4. Payments from the Gross Settlement Amount. Within 21 days after Defendants fund the Gross Settlement Amount, the Administrator will calculate the Individual PAGA Payments and mail checks for all Individual PAGA Payments, the PAGA Representative Service Payment, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Fees

Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

5.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees 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. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

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

5.4.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff, the LWDA, and PAGA Counsel release claims against all Released Parties through the date the Court issues the Approval Order, as follows:

6.1 Plaintiff's Release. In exchange for a PAGA Representative Service Payments and other consideration discussed herein, Plaintiff on behalf of himself and any past, present, and/or future heir, spouse, executor, administrator or agent of his, to the fullest extent permitted by law, hereby release and discharge Defendants and all Released Parties of and from any and all known or unknown liabilities, claims, demands for damages, costs, indemnification, contribution, or any other thing for which Plaintiff has or may have, known or unknown causes of action, claims, or demands for damages, costs, indemnification, or contribution, whether certain or speculative, which may have come into existence at any time before the time of execution of this Agreement by all Parties to it, or that may be brought in the future in connection with any acts or omissions that have arisen at any time prior to all Parties' execution of this Agreement, including, but not limited to, any and all claims that Plaintiff has actually alleged or could have alleged to date, any and all claims arising out of your work for Defendants and/or employment status, any and all claims for wage and hour violations, claims for indemnification or business expense reimbursement, any and all claims for breach of any express or implied agreement, any claims

related to your FMLA or CFRA leave, any claims that Plaintiff was wrongfully terminated or have been discriminated against or retaliated against in any way, or that your privacy has been violated in any way, any and all claims arising under a “whistleblower” statute (including any claims arising under Labor Code §§ 6310, 1102.5), any and all claims for tortious conduct resulting in personal injuries or intentional infliction of emotional distress, any and all claims for violations under the California Business and Professions Code Section 17200, and any and all claims for or related to harassment, discrimination or retaliation on the basis of race, color, national origin, religion, gender, age, sexual orientation, ancestry, medical condition, marital status, pregnancy, physical or mental disability, associational disability, or other protected class, discharge in violation of public policy and/or violation of any state and federal laws, regulations, or constitutions, including without limitation, the *California Fair Employment and Housing Act* (“FEHA”), the *Americans with Disabilities Act*, *Title VII of the Civil Rights Act of 1964*, as amended, Secs. 503 and 504 of the *Rehabilitation Act of 1973*, as amended, *The Fair Labor Standards Act*, as amended, *the National Labor Relations Act*, as amended, *the Labor - Management Relations Act*, as amended, *the Worker Adjustment and Retraining Notification Act of 1988*, as amended, *the Rehabilitation Act of 1973*, as amended, *the Equal Pay Act*, *the Pregnancy Discrimination Act*, *the Employee Retirement Income Security Act of 1974*, as amended, *the Family Medical Leave Act of 1993*, as amended, *the California Family Rights Act*, as amended, and *the California Labor Code*, including divisible individual claims under the Labor Code Private Attorneys General Act of 2004 (“PAGA,” codified at Labor Code section 2698, *et seq.*), and *the California Wage Orders*, including but not limited to all claims pending in *Williams v. BDS Marketing, LLC, et al.*, American Arbitration Association Case No 01-22-0003-7549. Plaintiff’s release of Defendants and Released Parties is a necessary condition of this settlement.

6.2 Release by Aggrieved Employees. All Aggrieved Employees 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 Notices or ascertained in the course of the Action, including but not limited to penalties for alleged violations of Labor Code Section 96, 98.6, 201, 201.3, 202, 203, 204, 204(b), 205, 205.5, 206, 210, 212, 213 221, 223, 226, 226(a), 226.3, 226.7, 227.3, 232, 232.5, 245, 246, 246.5, 247, 247.5, 248, 248.1, 248.2, 248.3, 248.5, 248.6, 248.7, 256, 404, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 510, 512(a), 551, 558, 558(a), 558(c), 1102.5, 1174, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1527, 2699, 2699.3, 2800, 2802, 2804, 2810.5, 3366, 3457, 6401, 6402, 6403, 6409.6, 6432, 8397.4 and the applicable Wage Orders, California Code of Regulations, and any and all other applicable law.

6.3 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 PAGA Fees incurred in connection with the Operative Complaints and the PAGA Period facts stated in the Operative Complaint and the PAGA Notices.

7. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

7.1 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 the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) 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. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. 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.

7.2 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 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. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

7.3 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 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.

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected Simpluris to serve as the Administrator and verified that, as a condition of appointment, who shall be bound to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

8.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

9. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE Based on its records, Defendants estimate that there are approximately 5,275 Aggrieved Employees who worked approximately a total of 70,872 Pay Periods from September 23, 2019 through February 6, 2024. In the event the PAGA Period exceeds 70,872 Pay Periods by 10% or more at the time of court approval, the Gross Settlement Amount will be increased on a pro-rata basis for the excess pay periods. Thus, if the number of pay periods exceeds 70,872 by 11% (or 78,668), then 1% would be added to the Gross Settlement Amount or \$10,000.

10. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, 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.

10.1 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.

11. ADDITIONAL PROVISIONS.

11.1 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 Defendants that any of the allegations in the Operative Complaints have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' 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, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' 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).

11.2 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.

11.3 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.

11.4 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 any document necessary to implement the Settlement, or on any mediation 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.

11.5 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.

11.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants 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.

11.7 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.

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

11.9 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.

11.10 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.

11.11 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.

11.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in 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 the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

11.13 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.

11.14 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.

11.15 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:

1. Haig B. Kazandjian, Haig B. Kazandjian Lawyers, APC, 801 N. Brand Blvd., Suite 970, Glendale, CA 91203, haig@hbklawyers.com;
2. Cathy Gonzalez, Haig B. Kazandjian Lawyers, APC, 801 N. Brand Blvd., Suite 970, Glendale, CA 91203, cathy@hbklawyers.com;

To Defendant:

1. Mark D. Kemple, Greenberg Traurig LLP, 1840 Century Park East, Suite 1900, Los Angeles, CA 90067-2121, kemplem@gtlaw.com
2. Bryan W. Patton, Greenberg Traurig LLP, 1840 Century Park East, Suite 1900, Los Angeles, CA 90067-2121, pattonbw@gtlaw.com

11.16 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.

11.17 Stay of Litigation. Parties agree that upon the execution of this Agreement, they will take all reasonable steps to request and obtain a ruling that the Orange County PAGA Action, and Individual Arbitration be stayed, except to effectuate the terms of this Agreement. The Parties further agree that they will propound not discovery, and notice no depositions, in the Orange County PAGA Action, and Individual Arbitration, unless and until this Settlement fails to gain Court approval. The Parties further agree that upon approval of this Settlement by the Court, and within 5 courts days thereafter, Plaintiff will dismiss the Individual Arbitration with prejudice.

Dated: Afw

PLAINTIFF FREDERICK WILLIAMS

 Afw
Frederick Williams

Dated: July 23, 2024

BDS MARKETING, LLC

 [Signature]
Signature

By: Richard J. Mitchell Jr
Name

Its: General Counsel
Title

Dated: July 23, 2024

BDS NATIONAL RETAIL
SOLUTION, LLC

 [Signature]
Signature

By: Richard J. Mitchell Jr Name

Its: General Counsel
Title

Dated: July 23, 2024

APOLLO RETAIL SERVICES, LLC

 [Signature]

Dated: July 23, 2024

Signature
By: Richard J. Mitchell Jr
Name
Its: GRABER CONSOR
Title

BDS CONNECTED SOLUTIONS,
LLC

Signature
By: Richard J. Mitchell Jr
Name
Its: GRABER CONSOR
Title

Dated: July 23, 2024

BDS SOLUTIONS GROUP, LLC
Signature
By: Richard J. Mitchell Jr
Name
Its: GRABER CONSOR
Title

APPROVED AS TO FORM

Dated: _____

GREENBERG TRAURIG, LLP

Mark D. Kemple
Attorneys for Defendants

Dated: _____

HAIG B. KAZANDJIAN LAWYERS, APC

Haig B. Kazandjian
Attorneys for Plaintiff

Signature

By: _____
Name

Its: _____
Title

Dated: _____

BDS CONNECTED SOLUTIONS,
LLC

Signature

By: _____
Name

Its: _____
Title

Dated: _____

BDS SOLUTIONS GROUP, LLC

Signature

By: _____
Name

Its: _____
Title

APPROVED AS TO FORM

Dated: July 23, 2024

GREENBERG TRAURIG, LLP

/s/ Mark D Kemple
Mark D. Kemple
Attorneys for Defendants

Dated: July 24, 2024

HAIG B. KAZANDJIAN LAWYERS, APC



Haig B. Kazandjian
Attorneys for Plaintiff

EXHIBIT A

**HAIG B.
KAZANDJIAN**
LAWYERS | APC

April 19, 2024

VIA ONLINE FILING

California Labor & Workforce Development Agency
Attn. PAGA Administrator
800 Capitol Mall, MIC-55
Sacramento, California 95814

Via Electronic Mail to Counsel for EMPLOYERS,

**BDS NATIONAL RETAIL SOLUTIONS, LLC
BDS MARKETING, LLC
BDS MARKETING, INC.
BDS SOLUTIONS GROUP LLC
APOLLO RETAIL SPECIALISTS, LLC
BDS CONNECTED SOLUTIONS, LLC**

TO:
GREENBERG TRAURIG, LLP
Mark D. Kemple
kemplem@gtlaw.com
Bryan W. Patton
pattonbw@gtlaw.com
1840 Century Park East, 19th Floor
Los Angeles, CA 90067

**Re: LWDA File No. 807491-20
Second Amended Notice of Labor Law Violations, California Labor Code Section
2698 Et. Seq. to BDS NATIONAL RETAIL SOLUTIONS, LLC, BDS MARKETING,
LLC, BDS MARKETING, INC., BDS SOLUTIONS GROUP LLC, APOLLO
RETAIL SPECIALISTS, LLC, and BDS CONNECTED SOLUTIONS, LLC**

Dear Labor and Workforce Development Agency Representative,

This Notice was originally filed on September 23, 2020 (LWDA-CM-807491-20) and amended on December 23, 2020. This Second Amended Notice relates back to, and amends the above-referenced original filing.

We are writing on behalf of Mr. FREDERICK WILLIAMS (“EMPLOYEE”) who seeks penalties from BDS NATIONAL RETAIL SOLUTIONS, LLC, BDS MARKETING, LLC, BDS

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MARKETING, INC., BDS SOLUTIONS GROUP LLC, BDS CONNECTED SOLUTIONS, LLC, and APOLLO RETAIL SPECIALISTS, LLC, both jointly and separately, (hereinafter referred to in their joint and/or separate capacity as “EMPLOYERS”) on his own behalf, on behalf of the State of California, and on behalf of all non-exempt, hourly employees who worked for BDS NATIONAL RETAIL SOLUTIONS, LLC and/or BDS MARKETING, LLC and/or BDS MARKETING, INC. and/or BDS SOLUTIONS GROUP LLC and/or APOLLO RETAIL SPECIALISTS, LLC and/or BDS CONNECTED SOLUTIONS, LLC, during the relevant statutory period for violations of the California Labor Code and applicable wage law, including but not limited to: California Labor Code sections 96, 98.6, 201, 201.3, 202, 203, 204, 204(b), 205, 205.5, 206, 210, 212, 213 221, 223, 226, 226(a), 226.3, 226.7, 227.3, 232, 232.5, 245, 246, 246.5, 247, 247.5, 248, 248.1, 248.2, 248.3, 248.5, 248.6, 248.7, 256, 404, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 510, 512(a), 551, 558, 558(a), 558(c), 1102.5, 1174, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1527, 2699, 2699.3, 2800, 2802, 2804, 2810.5, 3366, 3457, 6401, 6402, 6403, 6409.6, 6432, 8397.4 and the applicable Wage Orders, California Code of Regulations, and any and all other applicable law.

EMPLOYEE intends to seek civil penalties, attorney’s fees, costs, and any and all other available relief for violations of the California Labor Code made recoverable under sections 2698, *et seq.*, the Labor Code Private Attorney General Act of 2004 (“PAGA”). EMPLOYEE seeks relief on his own behalf, on behalf of the State of California, and on behalf of all other non-exempt, hourly employees who were employed by EMPLOYERS (“Aggrieved Employees”).

This Notice is sent in compliance with and pursuant to the reporting requirements of California Labor Code section 2699.3. This Notice is sent on behalf of all non-exempt, hourly employees of BDS National Retail Solutions, and it is sent on behalf of all non-exempt, hourly employees of LLC, BDS Marketing, LLC, and it is sent on behalf of all non-exempt, hourly employees of BDS MARKETING, INC., and it is sent on behalf of all non-exempt, hourly employees of BDS SOLUTIONS GROUP LLC, and it is sent on behalf of all non-exempt, hourly employees of APOLLO RETAIL SPECIALISTS, LLC, and it is sent on behalf of all non-exempt, hourly employees of BDS SOLUTIONS GROUP, LLC, and it is sent on behalf of all non-exempt, hourly employees of BDS CONNECTED SOLUTIONS, LLC.

Nothing in this Notice should be interpreted as limiting the representative class to non-exempt, hourly employees who only worked for all six EMPLOYERS only.

Factual Background

EMPLOYERS, both jointly and separately, employed EMPLOYEE as an hourly-paid, non-exempt employee at its Los Angeles location from on or about 2002 until on or about January 2020. EMPLOYEE worked for all named entities and individuals who consistently changed names and/or corporate status and/or business structure throughout his employment. While employed by

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EMPLOYERS, EMPLOYEE worked as an Installer, putting together market stalls and presentations for EMPLOYERS products.

EMPLOYEE is informed, believes, and thereupon alleges that EMPLOYERS are California and Delaware corporations, licensed to do business and doing business in California. EMPLOYERS provide installation of product displays in major retailers across the country. EMPLOYERS have approximately three locations, in Ohio, California, and New York.

EMPLOYEE is informed, believes, and thereupon alleges that AGENTS are officers and/or agents of the above entity. Acting in that capacity, at all relevant times AGENTS oversaw, managed, and/or were otherwise personally responsible for employee compliance with California Labor Code 558 and 558.1. This includes, but is not limited to, employee use of the ADP payroll and timekeeping system.

EMPLOYEE is informed, believes, and thereupon alleges that at all relevant times, the above-named EMPLOYER(S) instituted and implemented standard practices and procedures for all hourly and/or non-exempt employees in California. This includes, but is not limited to, using ADP payroll and timekeeping system for payroll processing, dissemination of wage statements, oversight and approval of rest breaks, meal breaks, and timekeeping.

EMPLOYEE seeks penalties on behalf of the State of California and all current and former hourly-paid, non-exempt employees (EMPLOYEE approximates EMPLOYERS employ 7000 “Aggrieved Employees”) who worked for EMPLOYERS during the relevant time period pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”). The purpose of this letter is to comply with the statutory requirements of California Labor Code section 2699.3 and shall constitute notice of the same.

The facts¹ of the aforementioned violations of the California wage-and-hour laws include, but are not limited to, the facts referenced herein.

Violation of Labor Code and IWC Wage Orders (Overtime and Double Time)

California Labor Code sections 510 and the applicable Wage Orders require employers to pay employees working more than eight (8) hours in a day, more than forty (40) hours in a week, or for the first eight (8) hours worked on the seventh consecutive day of work in a workweek at the rate of at least time-and-one-half (1.5) times their regular rate of pay (“overtime”) for time such worked, and two (2) times their regular rate of pay (“double time”) for such hours worked in excess of twelve (12) hours in a day or for all hours worked in excess of eight (8) on the seventh consecutive day of work in a workweek. “Regular rate” includes all remuneration, including

¹ EMPLOYEE reserves the right to present and/or reference further evidence as it is discovered.

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earned non-discretionary incentive pay, such as per diems, door fees, commissions, bonuses, meal allowance, mask allowances, and gift cards, and shift differentials.

During the relevant time period, EMPLOYEE and other Aggrieved Employees regularly worked in excess of eight (8), and in excess twelve (12), hours in a workday and/or forty (40) hours in a workweek and/or on the seventh consecutive day of work in a workweek.

EMPLOYERS willfully failed to pay EMPLOYEE and other hourly-paid, non-exempt employees the wages to which they were entitled. EMPLOYERS routinely required this work to be performed before and/or after scheduled shifts, and/or during off-the-clock meal breaks, and/or during rest breaks, and/or otherwise off-the-clock. EMPLOYERS failed to pay EMPLOYEE and other Aggrieved Employees overtime wages for this time and/or falsified timekeeping records by editing and/or manipulating the records to hide this fact. EMPLOYEE and other hourly-paid, non-exempt employees performed off-the-clock work including by not limited to: waiting in long lines to clocking in, remaining on-call, complete pre-shift tasks before clocking in and post-shift tasks after clocking out, clocking out for meal periods and continue working, clocking out for rest periods, don and doff uniforms and/or safety equipment off the clock, attend company meetings off the clock, make phone calls or drive off the clock, go through security screenings, bag checks, perform temperature checks off the clock, uploading photographs, and communicate with supervisors off the clock regarding time reporting and project progress.

EMPLOYERS also detrimentally rounded EMPLOYEE and other Aggrieved Employees records. For example, EMPLOYEE worked for *exactly* 17 hours of regular time, *exactly* four (4) hours of overtime, and *exactly* 1.5 hours of double-time during the relevant pay period. Such round, whole, exact numbers simply do not result if the employer is actually tracking the time that employee spent working.

EMPLOYERS willfully failed to properly calculate the regular rate of pay for the purposes of paying overtime, by failing to include earned non-discretionary incentive pay, such as bonuses, per diems, door fees, commissions, meal allowance, mask allowances, gift cards, shift differentials, and other forms of remuneration into the calculation.

Pursuant to the foregoing, EMPLOYEE and other Aggrieved Employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558, 1194, and/or 2699(a), (f)-(g).

Violation of Labor Code and IWC Wage Orders (Rest and Meal Breaks)

California Labor Code sections 226.7, 512(a), and the applicable Wage Orders require employers to pay employees one (1) additional hour of pay at the employees' regular rate for each work day that a meal or rest period was not provided. Additionally, employers cannot require, cause, or permit an employee to work more than five (5) hours per day without providing an

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uninterrupted meal break. If an employee works over ten (10) hours in a workday, employers are required to either provide a second, uninterrupted thirty (30) minute meal break or pay employees an additional one (1) hour of pay at the employees' regular rate. No employer shall require an employee to work during any rest period. Rest periods are based on the total hours worked in a day, at ten (10) minutes per four (4) hours or major fraction thereof.

EMPLOYEE and other Aggrieved Employees worked shifts in excess of five (5) hours without an uninterrupted, timely, and complete meal break, and worked shifts of ten (10) hours or more without an uninterrupted, timely, and complete second meal break, and worked over four (4) hour periods (or major fractions thereof) without authorizing or permitting EMPLOYEE or other Aggrieved Employees to take uninterrupted, timely, and complete ten (10) minute rest breaks. EMPLOYEE and other Aggrieved Employees were routinely required to work through these periods instead, because of understaffing, inadequate coverage, unreasonably high workload and expectations, and/or other actions, inactions, or decisions made by and within the sole control and discretion of EMPLOYERS. EMPLOYEE and other Aggrieved Employees were required to carry cellular telephones or walkie-talkies during meal periods, thus not being relieved of all duties; were routinely required to remain on EMPLOYER premises during their meal and rest periods; were routinely required to clock out for their rest periods; were routinely required to drive to different assignments during their breaks; and were routinely required to take on-duty/on-call meal periods. EMPLOYERS also required EMPLOYEE and other Aggrieved Employees to clock in early from their breaks, resulting in short meal periods, or failed to timely allow EMPLOYEE and other Aggrieved Employees to take breaks, resulting in late breaks.

EMPLOYEE alleges that any purported appearance of meal and rest break compliance is because EMPLOYERS systematically and routinely clocked out for and/or otherwise edited and/manipulated the timekeeping records of EMPLOYEE and other Aggrieved Employees in an attempt to hide the aforementioned infractions. EMPLOYERS, knowingly and contrary to law and public policy, employed a tactic of clocking-out employees for rest and/or meal periods that were never taken and/or otherwise falsifying or altering timekeeping records. EMPLOYERS also auto-deducted meal periods that could not be auto-deducted by law or during which Aggrieved Employees worked. EMPLOYERS required EMPLOYEE and other Aggrieved Employees to waive their breaks in order to clock out for the day.

EMPLOYERS knew, or should have known, that their behavior caused EMPLOYEE and other Aggrieved Employees to work through the above-described meal and/or rest periods. As a company-wide policy, EMPLOYERS still chose not to pay meal and rest period premiums required by law.

EMPLOYERS also maintain policies or practices of failing to permit EMPLOYEE and other Aggrieved Employees from taking cooldown rest periods as required under California Code of Regulations, Title 8, section 3395 and premium pay in lieu thereof under Labor Code section

226.7

To the extent EMPLOYERS paid any premium wages earned for missed meal or rest breaks, EMPLOYERS failed to pay premiums at the correct hourly rate to Aggrieved Employees as they improperly calculated the regular rate of pay for the purposes of paying premium wages, by failing to include earned non-discretionary incentive pay, such as bonuses, per diems, door fees, commissions, meal allowance, mask allowances, gift cards, shift differentials, and other forms of remuneration into the calculation.

Pursuant to the foregoing, EMPLOYERS violated California Labor Code sections 226.7, 512(a), and 1198. EMPLOYEE and other Aggrieved Employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558, and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code and IWC Wage Orders (All Wages Earned / Minimum Wage)

California Labor Code sections 1182.12, 1194, 1197, and 1197.1 require employers to pay the minimum wage as set by the IWC. California Labor Code section 1182.12, as amended by Senate Bill 3, Chapter 4, Section 3, defines the minimum wage as;

- (1) For any employer who employs 26 or more employees:
 - (A) From January 1, 2017, to December 31, 2017, \$10.50 per hour.
 - (B) From January 1, 2018, to December 31, 2018, \$11 per hour.
 - (C) From January 1, 2019, to December 31, 2019, \$12 per hour.
 - (D) From January 1, 2020, to December 31, 2020, \$13 per hour.
 - (E) From January 1, 2021, to December 31, 2021, \$14 per hour.
 - (F) From January 1, 2022, and until adjusted by subdivision (c) \$15 per hour.
- (2) For any employer who employs 25 or fewer employees:
 - (A) From January 1, 2018, to December 31, 2018, \$10.50 per hour.
 - (B) From January 1, 2019, to December 31, 2019, \$11 per hour.
 - (C) From January 1, 2020, to December 31, 2020, \$12 per hour.
 - (D) From January 1, 2021, to December 31, 2021, \$13 per hour.
 - (E) From January 1, 2022, to December 31, 2022, \$14 per hour.
 - (F) From January 1, 2023, and until adjusted by subdivision (c) \$15 per hour.

Due to the company-wide failures of EMPLOYERS as discussed throughout this Notice, EMPLOYEE and other Aggrieved Employees were forced to work off-the-clock, and/or during rest breaks, and/or during meal breaks. EMPLOYERS willfully failed to pay EMPLOYEE and other hourly-paid, non-exempt employees the wages to which they were entitled. EMPLOYERS routinely required this work to be performed before and/or after scheduled shifts, and/or during off-the-clock meal breaks, and/or during rest breaks. EMPLOYERS failed to pay EMPLOYEE

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and other Aggrieved Employees overtime wages for this time and/or falsified timekeeping records to hide this fact. EMPLOYEE and other hourly-paid, non-exempt employees performed off-the-clock work including by not limited to: waiting in long lines to clocking in, remaining on-call, complete pre-shift tasks before clocking in and post-shift tasks after clocking out, clocking out for meal periods and continue working, clocking out for rest periods, don and doff uniforms and/or safety equipment off the clock, attend company meetings off the clock, make phone calls or drive off the clock, go through security screenings, bag checks, perform temperature checks off the clock, uploading photographs, and communicate with supervisors off the clock regarding time reporting and project progress.

EMPLOYERS failed to pay EMPLOYEE and other Aggrieved Employees minimum wage for this time and/or falsified timekeeping records to hide this fact. EMPLOYERS also failed to pay all Aggrieved Employees split shift premiums. EMPLOYERS also failed to pay reporting time, as they required all Aggrieved Employee to report to work, but failed to finish more than half of the Aggrieved Employees' usual or scheduled day's work without being pay for half the usual or scheduled work at their regular rate of pay. EMPLOYERS also failed to pay Aggrieved Employees the correct minimum wage, as mandated by each individual county, city, or other locality.

EMPLOYERS unlawfully deducted EMPLOYEE and other Aggrieved Employees' wages by issuing in payment of wages due, or to become due, or as an advance on wages to be earned: an order, check, draft, note, memorandum, gift card, or other acknowledgement of indebtedness, (unless it was negotiable and payable in cash, on demand, without discount, at some established place of business in the state), the name and address of which must but did not appear on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must be but was not at least 30 days, the maker or drawer did not have sufficient funds in, or credit, arrangement, or understanding with the drawee for its payment or any scrip, coupon, cards, or other thing redeemable, in merchandise or purporting to be payable or redeemable otherwise than in money.

EMPLOYERS willfully failed to properly calculate the regular rate of pay for the purposes of paying overtime, minimum wages, premium wages, paid time off, sick pay, vacation pay, and other pay, by failing to include earned non-discretionary incentive pay, such as bonuses, per diems, door fees, commissions, meal allowance, mask allowances, gift cards, shift differentials, and other forms of remuneration into the calculation, and thus listed inaccurate rates on payroll records.

Pursuant to the foregoing, EMPLOYEE and other Aggrieved Employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1, and/or 2699(a), (f)-(g), and any and all other applicable law.

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Violation of Labor Code and IWC Wage Orders (Accurate Employment Records)

California Labor Code 226(a) requires employers to create and provide to employees true and accurate employment records. California Labor Code section 226(e) provides that if an employer fails to provide an employee with same, the employee is entitled to recover the greater of all actual damages, or \$50.00 for an initial infraction, and \$100 per employee for each subsequent violation in any pay period. California Labor Code 226.3 imposes civil penalties on any employer in violation of section 226(a) at \$250 per employee violation in an initial citation, and \$1,000 per employee for each subsequent violation.

California Labor Code 1174(d) requires employers to keep payroll records showing hours worked, and wages paid to and/or number of piece-rate units earned, for all employees. California Labor Code section 1174.5 subjects employers to a \$500 penalty for failing to maintain same.

California Labor Code section 1198 provides that maximum hours and standard conditions of labor are fixed by the Labor Commissioner in the applicable Wage Orders. Pursuant to the applicable Wage Order, employers must keep accurate records of when employees begin and end each work period and each meal period.

EMPLOYERS willfully failed to maintain accurate payroll records for EMPLOYEE and other Aggrieved Employees as a result of EMPLOYERS failure to accurately record employees rest breaks, meal breaks, and off-the-clock work. EMPLOYERS failed to accurately keep records of start and stop times for meal periods and/or work shifts. EMPLOYERS failure makes it impossible for EMPLOYEE and other Aggrieved Employees to accurately determine the extent of their underpayment, thereby causing further injuries to each of them. EMPLOYERS knowingly provided employees with records that do not meet the statutory requirements of truth and accuracy, because, EMPLOYERS failed to truthfully and accurately document, among other things, employees off-the-clock work. Accordingly, EMPLOYERS did not list the correct amount of gross wages earned by EMPLOYEE and other Aggrieved Employees, total hours worked by EMPLOYEE and other Aggrieved Employees, net wages earned by EMPLOYEE and other Aggrieved Employees, all deductions, all applicable hourly rate in effect during the pay period and the corresponding number of hours worked at each hourly rate by EMPLOYEE and other Aggrieved Employees, the legal name and address of the EMPLOYER, the total hours of sick leave available, and other such information as requested by Labor Code section 226(a).

EMPLOYERS willfully failed to properly calculate the regular rate of pay for the purposes of paying overtime, minimum wages, premium wages, paid time off, sick pay, vacation pay, and other pay, by failing to include earned non-discretionary incentive pay, such as bonuses, per diems, door fees, commissions, meal allowance, mask allowances, gift cards, shift differentials, and other forms of remuneration into the calculation, and thus listed inaccurate rates on payroll records.

Pursuant to the foregoing, EMPLOYEE and other Aggrieved Employees are entitled to

civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 226(e), 226.3, 1174.5, and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code (All Wages Paid on Time)

California Labor Code section 204 requires that all wages earned, other than those due upon termination, be paid on time as defined by the statute, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month."

EMPLOYERS failed to pay EMPLOYEE and other Aggrieved Employees all wages due to them, including, but not limited to, vacation time, overtime wages, double time wages, meal and rest break premiums, sick pay, paid time off, and minimum wages within the statutorily required time period. EMPLOYERS failed to provide all temporary workers with owed wages weekly by not later than the regular payday of the following week.

Pursuant to the foregoing, EMPLOYEE and other Aggrieved Employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210, and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code (Timely Payment Upon Discharge or Resignation)

California Labor Code sections 201, 202, and 203 provide that employees who are terminated are due all wages earned immediately. Employees who resign their employment without 72-hour notice are due all wages earned in 72 hours. Employees who resign their employment giving 72-hour notice are entitled to all wages earned at the time their resignation becomes effective.

EMPLOYERS terminated their employment relationship with EMPLOYEE on January 28, 2020. Accordingly, EMPLOYEE was due all wages earned at that time immediately. When EMPLOYEE did receive their final paycheck from EMPLOYER, that final paycheck was legally deficient in that it did not account for all wages earned, despite EMPLOYER knowing that such wages were due to EMPLOYEE. EMPLOYER failed to reimburse EMPLOYEE and other Aggrieved Employees with deposits made, including uniform deposits together with all interest owed at the separation of employment.

EMPLOYERS willfully failed to timely pay EMPLOYEE and other Aggrieved Employees who are no longer employed by EMPLOYERS all wages earned, including, but not limited to: overtime wages, double time wages, minimum wages, rest period premium wages, meal period premium wages, sick pay, vacation time and/or paid time off. EMPLOYERS willfully failed to

pay the correct regular rate by failing to properly calculate the regular rate of pay for the purposes of paying overtime, minimum wages, premium wages, paid time off, sick pay, vacation pay, and other pay, by failing to include earned non-discretionary incentive pay, such as bonuses, per diems, door fees, commissions, meal allowance, mask allowances, gift cards, shift differentials, and other forms of remuneration into the calculation, and thus listed inaccurate rates on payroll records.

Pursuant to the foregoing, EMPLOYEE and other Aggrieved Employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code (Wage Theft Prevention Act)

Codified in California Labor Code section 2810.5, California's Wage Theft Protection Act requires employers to provide employees with basic information at the time of hiring and when changes occur to their employment. The Wage Theft Protection Act provides that an employee must be furnished with written notice of, at the time of hiring; rate of pay (including overtime), whether paid by hour, salary, piece-rate, shift, day, week, commission, or otherwise, and allowances claimed such as meal or lodging. This notice must include a statement that the employee can accrue and use sick leave, has the right to request and use paid sick leave, may not be terminated or retaliated against for requesting or using paid sick leave, and has the right to file a complaint against any employer who does so retaliate.

EMPLOYER hired EMPLOYEE on or about 2002, and EMPLOYEE continued to work for EMPLOYER until on or about January 2020. During that time, changes, including, but not limited to, rates of pay and overtime rates of pay applicable to their employment; allowances claimed as part of the minimum wage; the regular payday designated by Defendants; the name of the employer, including any "doing business as" names used; the name, address, and telephone number of the workers' compensation insurance carrier; information regarding paid sick leave; raises; promotions; title changes; relocations; and new and additional assignments were earned by and/or assigned to EMPLOYEE. As a result of each of these, changes occurred to EMPLOYEE's employment as defined by Labor Code 2810.5(a)(1)(A)-(C) and the Wage Theft Prevention Act.

When hired and each time such changes to EMPLOYEE's employment occurred, EMPLOYER was required to furnish documents to EMPLOYEE with such basic information and written notice of, among other things, his rate of pay (including overtime), his right to accrue and request paid sick leave, and his right to file a complaint against EMPLOYER should they infringe upon such rights. EMPLOYER failed to furnish EMPLOYEE and other Aggrieved Employees with such written notices as required.

Pursuant to the foregoing, EMPLOYEE and other Aggrieved Employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code (Reimbursement of Necessary Expenditures)

California Labor Code Sections 2800 and 2802 require that an employer indemnify employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties. Labor Code section 2804 provides that “[a]ny contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.”

EMPLOYEE and other Aggrieved Employees were directed and expected to incur personal expenses on behalf of EMPLOYERS while performing their job duties. Such personal expenses include, but are not limited to: use of personal cell phone, such as purchase and maintenance of cellular phones and cellular phone plans; personal vehicle use, such as expenses for gas, mileage, and wear and tear; laundry expenses; purchase of uniforms; purchase of tools and safety equipment; travel expenses; and parking expenses. EMPLOYEE and the other Aggrieved Employees would not have been able to successfully accomplish their job duties absent incurring these personal expenses. EMPLOYER(S) failed to indemnify EMPLOYEE and other Aggrieved Employees for all necessary expenditures or losses accordingly.

EMPLOYER failed to reimburse EMPLOYEE and other Aggrieved Employees with deposits made, including uniform deposits together with all interest owed at the separation of employment.

Pursuant to the foregoing, EMPLOYEE and other Aggrieved Employees are entitled to civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code (Notice of Paid Sick Time and Accrual and Failure to Pay Sick Time At Regular Rate)

California Labor Code section 246 provides that an employee who works for the same employer for more than 30 days is entitled to paid sick days. Paid sick leave is to accrue at a rate not less than one hour per every 30 hours worked, such accrual beginning at the commencement of employment. Employers must provide employees with written notice setting the amount of sick leave available (or paid time off in lieu thereof) for use on either itemized wage statements (as described in Labor Code section 226) or in a separate writing accompanying such wage statements.

EMPLOYERS failed to furnish upon EMPLOYEE, either on itemized wage statements or in a separate writing accompanying such wage statements, the amount of sick leave available to EMPLOYEE.

EMPLOYERS failed to pay sick pay at the correct hourly rate to Aggrieved Employees

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when paying as they improperly calculated the regular rate of pay for the purposes of paying sick pay, by failing to include earned non-discretionary incentive pay, such as bonuses, per diems, door fees, commissions, meal allowance, mask allowances, gift cards, shift differentials, and other forms of remuneration into the calculation.

California Labor Code section 246 provides that an employee who works for the same employer for more than 30 days is entitled to paid sick days. Sick pay must be compensated at the employee's regular rate of pay for the workweek in which the paid leave was taken, or at a rate determined by averaging over 90-days. During the relevant time period, EMPLOYERS failed to pay Aggrieved Employees sick pay when due, and/or failed to pay sick pay at the correct rate due pursuant to California Labor Code section 246 when Aggrieved Employees also earned additional compensation. EMPLOYERS failed to permit paid sick time upon request by EMPLOYEE and other aggrieved employees.

As such, EMPLOYERS unlawfully retained and continue to retain paid sick leave that should have been paid to Aggrieved Employees but for EMPLOYERS' failure to properly institute and/or adhere to a legally compliant paid sick leave program,

Pursuant to the foregoing, EMPLOYEE and other Aggrieved Employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), 248.5(e) and any and all other applicable law.

Violation of California Labor Code and IWC Wage Orders (Provide Records)

The California Labor Code section 226(b) requires employers to "afford current and former employees the right to inspect or receive a copy of records pertaining to their employment, upon reasonable request to the employer." Labor Code section 432 states that "[i]f an employee ... signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request." Labor Code section 1198.5 grants "[e]very current and former employee, or his or her representative, ... the right to inspect and receive a copy of the personnel files that the employer maintains relating to the employee's performance or to any grievance concerning the employee." Section 7(A) (Records) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates that employers maintain and make available "time records showing when the employee begins and ends each work period" as well as time records showing "[m]eal periods, split shift intervals, and daily hours worked[.]" Labor Code section 117 4(d) requires these and other records be maintained for at least three years.

EMPLOYER failed to provide Aggrieved Employees with records upon their request.

Pursuant to the foregoing, EMPLOYEE and other Aggrieved Employees are entitled to

civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), and any and all other applicable law.

Violation of California Labor Code (Prevent Disclosure of Working Conditions / Violations)

The California Labor Code, section 232, precludes employers from disciplining employees for disclosing their wages. Labor Code section 232.5 prohibits an employer from discharging or retaliating against an employee who discusses or discloses information about the employer's working conditions.

EMPLOYERS maintained a policy or practice which prevented Aggrieved Employees from engaging in lawful conduct during non-work hours, including, without limitation, preventing Employees from using or disclosing their wages in negotiating a new job with a prospective employer; from disclosing who else works at EMPLOYERS; disclosing under what circumstances that they might be receptive to an offer from a rival employer; disclosing illegal conduct, violations of state and federal law, either within EMPLOYERS to their managers or outside to private attorneys or government officials. These policies and/or practices prevented EMPLOYEE and/or other Aggrieved Employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code Sections 96(k), 98.6, 232, 232.5, 1102.5 and 1197.1.

Violation of California IWC Wage Orders (Reporting Time)

Section 5 of all applicable IWC Wage Orders, provides as follows: (A) Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than California Labor Code sections 1182.12, 1194.

EMPLOYERS required EMPLOYEE and other Aggrieved Employees to report to work, and did report, but were not put to work and/or were furnished less than half their usual or scheduled day's work without being paid for half the usual or scheduled work at their regular rate of pay.

Violation of California IWC Wage Orders (Suitable Seating)

Wage Order 1-2001, 7-2001 (A) provides: "All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats." In addition, Subsection B of the Wage Order provides: "When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to

use such seats when it does not interfere with the performance of their duties.”

EMPLOYER failed to provide EMPLOYEE and all other Aggrieved Employees with suitable seats when the nature of the work reasonably permits the use of seats. EMPLOYER has failed to place an adequate number of seats in reasonable proximity to the work area and/or permitted employees to use such seats when it does not interfere with the performance of their duties when employees are not engaged in the active duties of their employment and the nature of their work requires standing.

By failing to provide Plaintiffs and the other current or former Aggrieved Employees with suitable seats in violation of Wage Order 1-2001 and 7-2001, Defendants also violated Labor Code section 1198.

Violation of California Labor Code (Failure to Furnish and Use Safety Devices and Safeguards)

Pursuant to California Labor Code sections 6400-6404 and 6406-6407 of the California Occupational Safety and Health Act (“Cal OSHA”), employers must maintain a safe and healthful place of employment.

Specifically, Labor Code section 6400, requires “(a) Every employer shall furnish employment and a place of employment that is safe and healthful for the employees therein...

Labor Code section 6401 provides as follows: “Every employer shall furnish and use safety devices and safeguards, and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render such employment and place of employment safe and healthful. Every employer shall do every other thing reasonably necessary to protect the life, safety, and health of employees.

Labor Code section 6402 prohibits the following: “No employer shall require, or permit any employee to go or be in any employment or place of employment which is not safe and healthful.”

Labor Code section 6403 requires that employees provide safety devices to their employees and states: “No employer shall fail or neglect to do any of the following: (a) To provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe. (b) To adopt and use methods and processes reasonably adequate to render the employment and place of employment safe. (c) To do every other thing reasonably necessary to protect the life, safety, and health of employees.”

Labor Code section 6409.6 sets forth the actions an employer (or representative of employer) must take within one business day of receiving notice of potential exposure to COVID-

19, including but not limited to employee-notice and reporting requirements.

EMPLOYERS failed to provide EMPLOYEE and other Aggrieved Employees with a safe and healthful employment by failing or neglected to: provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe; adopt and use methods and processes reasonably adequate to render the employment and place of employment safe; and do every other thing reasonably necessary to protect the life, safety, and health of employees and provide a place of employment safe and healthful. This includes but is not limited to EMPLOYER failing to disinfect time clocks and other surfaces after use by EMPLOYEE and other Aggrieved Employees; failing to provide adequate protection equipment to EMPLOYEE and other Aggrieved Employees; and failing to provide adequate distance in working conditions between EMPLOYEE and other Aggrieved Employees.

EMPLOYERS failed to provide EMPLOYEE and other Aggrieved Employees, or their exclusive representatives, with sufficient, adequate and proper notice of the Covid-19 exposure within one business day of receiving notice of potential Covid-19 workplace exposure from a qualifying individual. EMPLOYERS failed to keep adequate records of written notifications for a period of at least three years.

EMPLOYERS failed to provide EMPLOYEE and other Aggrieved Employees, or their exclusive representative, with information regarding COVID-19-related benefits to which the EMPLOYEE and other Aggrieved Employees may be entitled under applicable federal, state, or local laws, including, but not limited to, workers' compensation, and options for exposed employees, including COVID-19-related leave, company sick leave, state-mandated leave, supplemental sick leave, or negotiated leave provisions, as well as antiretaliation and antidiscrimination protections of the employee.

EMPLOYERS failed to provide EMPLOYEE and other Aggrieved Employees, or their exclusive representative, with notice of the cleaning and disinfection plan that the EMPLOYER was implementing per the guidelines of the federal Centers for Disease Control and Prevention and the COVID-19 prevention program per the Cal-OSHA COVID-19 Emergency Temporary Standards.

EMPLOYERS failed to notify the local public health agency in the jurisdiction of the worksite of the names, number, occupation, and worksite of employees who had a laboratory-confirmed case of COVID-19, as defined by the State Department of Public Health; a positive COVID-19 diagnosis from a licensed health care provider; a COVID-19-related order to isolate provided by a public health official; or died due to COVID-19, in the determination of a county public health department or per inclusion in the COVID-19 statistics of a county.

EMPLOYERS failed to provide adequate and readily accessible sanitation facilities; a regular schedule for servicing, cleaning, and supplying each facility to ensure it is maintained in a

clean, sanitary and serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or blowers; and a sufficient number of toilets to be used by each sex of employee.

Violation of California Labor Code (Unlawful Background Checks)

Labor Code section 432.5 provides that “no employer...shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer...to be prohibited by law.”

EMPLOYERS conducted unlawful background checks on prospective and current Aggrieved Employees prior to making a conditional offer. EMPLOYERS required job applicants and Aggrieved Employees to disclose their conviction history before EMPLOYERS made a conditional offer of employment; inquiring into or considering the conviction history of applicants before EMPLOYERS made any conditional offers of employment; considering, distributing, or disseminating information about arrests not followed by conviction, referrals to or participation in a pretrial or posttrial diversion program, convictions that have been sealed, dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the convicted person has received a full pardon or has been issued a certificate of rehabilitation, while conducting conviction history background checks in connection with any applications for employment; intending to deny an applicant a position of employment solely or in part because of the applicant's conviction history; and asking applicants for employment to disclose, through any written form or verbally, information concerning or related to an arrest, detention, processing, diversion, supervision, adjudication, or court disposition that occurred while the person was subject to the process and jurisdiction of the juvenile court, to the detriment of EMPLOYEE and other Aggrieved Employees.

EMPLOYERS relied on the salary history information of an applicant for employment as a factor in determining whether to offer employment to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by including, on EMPLOYERS' application for employment, an inquiry regarding current and/or former salary history information, including, without limitation, compensation and benefits of the applicant for employment.

California Labor Code 558(a) (Civil Penalties)

California Labor Code section 558(a) provides that any employer, including individuals acting on behalf of employers, that violates, or causes to be violated, a section of the Labor Code or any applicable Wage Orders are subject to the following penalties;

- \$50 for any initial violation for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages;
- \$100 for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount to recover unpaid wages;

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Labor Code section 558(c) provides that the penalties in this section are in addition to any other civil penalty.

EMPLOYERS were and are employers, and AGENTS, acting on behalf thereof, violated EMPLOYEE and other Aggrieved Employees' rights by violating, or causing to be violated, various sections of this code as described throughout this notice letter.

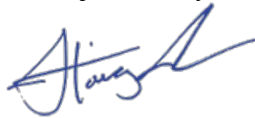
Conclusion

Pursuant to the foregoing, EMPLOYEE seeks remedies set forth in Labor Code section 558 for themselves, the State of California, and all other Aggrieved Employees. Pursuant to California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), 2699.5, and 558, EMPLOYEE, acting in the public interest as Private Attorney General, seeks the applicable penalties for themselves, all other Aggrieved Employees, and the State of California against EMPLOYERS for violations of Labor Code sections, including, but not limited to: 96, 98.6, 201, 201.3, 202, 203, 204, 204(b), 205, 205.5, 206, 210, 212, 213 221, 223, 226, 226(a), 226.3, 226.7, 227.3, 232, 232.5, 245, 246, 246.5, 247, 247.5, 248, 248.1, 248.2, 248.3, 248.5, 248.6, 248.7, 256, 404, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 510, 512(a), 551, 558, 558(a), 558(c), 1102.5, 1174, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1527, 2699, 2699.3, 2800, 2802, 2804, 2810.5, 3366, 3457, 6401, 6402, 6403, 6409.6, 6432, 8397.4 and the applicable Wage Orders, California Code of Regulations, and any and all other applicable law.

If you have questions or require additional information, please do not hesitate to contact us. Thank you in advance for your attention to this matter.

Very truly yours,

Haig B. Kazandjian Lawyers, APC



Haig B. Kazandjian, Esq.
Cathy Gonzalez, Esq.

EXHIBIT B

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AMERICAN ARBITRATION ASSOCIATION

FREDERICK WILLIAMS;

) **Case No.**

Plaintiff,

**DEMAND/COMPLAINT FOR DAMAGES
& PENALTIES:**

VS.

BDS NATIONAL RETAIL SOLUTIONS, LLC; BDS MARKETING, LLC; and DOES 1 through 50, inclusive,

Defendants.

1. Violation of Labor Code § 226, 432, and 1198.5 (Failure to Provide Employment Records)
2. Violation of California Labor Code § 510 and the applicable Wage Orders (Failure to Pay Overtime, Double Time);
3. Violation of California Labor Code § 226.7, 512(a) and the applicable Wage Orders (Failure to Provide Meal and Rest Breaks);
4. Violation of Labor Code § 1182.12, 1194, 1197, 1197.1, and the applicable Wage Orders (Failure to Pay Minimum Wage);
5. Violation of California Labor Code § 226(a), 1174(d), and 1198 (Failure to Keep Accurate and Provide Itemized Wage Statements);
6. Failure to Pay Waiting Time Penalties
7. Violation of California Labor Code § 204 (Failure to Pay All Wages Owed);
8. Violation of California Labor Code § 2800 and 2802 et. Seq. (Failure to Reimburse);
9. Violation of California Business and Professions Code § 17200 et. Seq. (Unlawful Business Practices)
10. Individual Claim For Penalties Pursuant To Private Attorneys General Act, California Labor Code § 2698, et seq.

1 Plaintiff FREDERICK WILLIAMS (hereinafter referred to as "PLAINTIFF") alleges as
2 follows:

3 **PARTIES**

4 1. PLAINTIFF is an individual who resides in California and was employed by BDS
5 National Retail Solutions, LLC and BDS Marketing, LLC, from on or about 2012 to approximately
6 January 2020.

7 2. PLAINTIFF is informed and believes, and based on such information and belief,
8 alleges that at all times mentioned herein, BDS National Retail Solutions, LLC and BDS
9 Marketing, LLC are licensed to do business and actually doing business in the State of California

10 3. PLAINTIFF is unaware of the true names and capacities, whether corporate,
11 associate, individual, or otherwise, of DEFENDANTS named as DOES 1 through 50, inclusive.
12 Pursuant to California Code of Civil Procedure section 474, PLAINTIFF will seek leave of court to
13 amend this complaint to state said DEFENDANTS true names and capacities once they are
14 ascertained. PLAINTIFF is informed, believes, and thereupon alleges that each of the
15 DEFENDANTS designated as a DOE are legally responsible for the events and happenings
16 referred to in this Complaint, and unlawfully caused PLAINTIFF'S injuries and damages as
17 alleged in this Complaint.

18 4. BDS NATIONAL RETAIL SOLUTIONS, LLC; BDS MARKETING, LLC and
19 DOES 1 through 50, inclusive, will be hereinafter collectively referred to as "DEFENDANTS".

20 5. The term "DEFENDANTS" used throughout this Complaint includes all named
21 DEFENDANTS whether corporate, individual, or otherwise, and all unnamed DEFENDANTS
22 whether corporate, individual, or otherwise, that are now unknown but are referred to throughout
23 this Complaint as DOES 1 through 50, inclusive.

24 6. At all times herein mentioned, DEFENDANTS ratified each and every act or
25 omission complained herein.

26 7. PLAINTIFF further alleges that DEFENDANTS controlled or affected
27 PLAINTIFF'S working conditions, wages, working hours, and employment conditions so as to
28 make each of said DEFENDANT employers liable under the statutory provisions alleged herein.

1 **VENUE AND JURISDICTION**

2 8. Venue as to each DEFENDANT is proper in this judicial district pursuant to
3 California Code of Civil Procedure section 395 and under California Government Code section
4 12965(b), in that DEFENDANTS conduct business within the County of Los Angeles and each
5 DEFENDANT is within the jurisdiction of this Court for service of process, PLAINTIFFS' injuries
6 were incurred within the County of Los Angeles, the actions giving rise to PLAINTIFFS'
7 Complaint arose within the County of Los Angeles, DEFENDANTS employ numerous employees
8 in the County of Los Angeles and DEFENDANTS are located in the County of Los Angeles.

9 9. Under the plain meaning of the relevant venue statutes, DEFENDANT's "liability"
10 (§ 395.5), and "some part of the cause" (§ 393), arose in Los Angeles County because Labor Code
11 violations allegedly occurred there. (See *Black Diamond Asphalt, Inc. v. Superior Court* (2003)
12 109 Cal.App.4th 166, 172, 134 Cal.Rptr.2d 510 [under § 395.5, liability arises where a breach of
13 legal rights occurs]; *Dow AgroSciences LLC v. Superior Court, supra*, 16 Cal.App.5th at pp. 1074-
14 1077, 224 Cal.Rptr.3d 761 [under § 393, subd. (a), in an action against a corporation for breach of
15 statutory duty to warn residents about toxic fumigant, the cause "arose" where the residents were
16 exposed to the fumigants].) See *Crestwood Behavioral Health, Inc. v. Superior Court of Alameda*
17 *County* (2021) 60 Cal.App.5th 1069 [275 Cal.Rptr.3d 316, 60 Cal.App.5th 1069].

18 10. This court has personal jurisdiction over DEFENDANTS because, upon information
19 and belief, DEFENDANTS are citizens of California, has sufficient minimum contacts in
20 California, or otherwise intentionally avail themselves of the California market so as to render the
21 exercise over it by the California courts consistent with traditional notions of fair play and
22 substantial justice.

23 **STATEMENT OF FACTS**

24 11. PLAINTIFF was hired by DEFENDANTS with the job title of Installer on or about
25 2012. DEFENDANTS Provide installations of product displays in major retailers across the
26 country. PLAINTIFF worked for DEFENDANTS up until on or about January of 2020.

27 12. While employed with DEFENDANTS, PLAINTIFF was required to work off-the-
28 clock, and/or during PLAINTIFF's rest and/or meal periods.

1 13. California Labor Code Section 226 provides, “An employer who receives a written
2 or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or
3 former employee [records of hours worked and wages paid]...shall comply with the request as
4 soon as practicable, but no later than 21 calendar days from the date of the request.”

5 14. California Labor Code Section 432 provides, “If an employee signs any instrument
6 relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon
7 request.”

8 15. California Labor Code Section 1198.5 provides that every employee shall be
9 permitted to inspect and obtain a copy of their personnel records upon request.

10 16. In accordance with the process set out in Labor Code Section 226, PLAINTIFF
11 requested, in writing by letter via certified first-class mail to DEFENDANTS and regular first-class
12 mail to DEFENDANTS, that DEFENDANTS provide PLAINTIFF with wage and payroll history,
13 all documents signed by PLAINTIFF pursuant to Labor Code Section 432, and a copy of
14 PLAINTIFF’s personnel records pursuant to Labor Code Section 1198.5.

15 17. The time periods provided to DEFENDANTS by Labor Code Sections 226, 432,
16 1198.5 and any other relevant statutes have elapsed since DEFENDANTS received PLAINTIFF’s
17 correspondence requesting documents pursuant to Labor Code Sections 226, 432, and 1198.5, and
18 a copy of PLAINTIFF’s personnel records pursuant to Labor Code Section 1198.5.

19 18. However, DEFENDANTS failed to provide PLAINTIFF with all of the documents
20 to which PLAINTIFF is entitled.

21 19. PLAINTIFF is informed and believes, and based thereon alleges, that
22 DEFENDANTS failed to provide records in compliance with Labor Code Sections 226, 432, and
23 1198.5 to PLAINTIFF in response to PLAINTIFFS requests.

24 20. California Labor Code sections 510 and the applicable Wage Orders require
25 employers to pay employees working more than eight (8) hours in a day or more than 40 hours in a
26 week at the rate of at least one-and-one-half (1.5) times their regular rate of pay (“overtime”) for
27 such time worked, and two (2) times their regular rate of pay (“double time”) for such hours
28 worked in excess of 12 hours in a day. “Regular rate” includes all remuneration, including non-

1 discretionary bonuses and incentives.

2 21. During the relevant time period, PLAINTIFF regularly worked in excess of eight
3 (8), and in excess of 12, hours in a workday and/or 40 hours in a workweek.

4 22. DEFENDANTS routinely required PLAINTIFF to perform work tasks before
5 and/or after PLAINTIFF's scheduled shifts, and/or during off-the-clock meal breaks, and/or during
6 rest breaks. As a consequence, DEFENDANTS willfully failed to pay PLAINTIFF all of the wages
7 to which they were entitled.

8 23. California Labor Code sections 226.7, 512(a), and the applicable Wage Orders
9 require employers to pay employees one (1) additional hour of pay at the employees' regular rate
10 for each work day that a legally compliant meal and/or rest break was not provided. Employers
11 cannot require, cause, or permit an employee to work more than five (5) hours per day without
12 providing an uninterrupted meal break. If an employee works over ten (10) hours in a workday,
13 employers are required to either provide a second, uninterrupted 30-minute meal break or pay
14 employees an additional one (1) hour of pay at the employees' regular rate. If the employer fails to
15 properly record a valid meal period, it is presumed that no meal period was provided. Furthermore,
16 no employer shall require an employee to work during any rest period. Rest periods requirements
17 are based on the total hours worked; employees are legally entitled to ten (10) minutes per four (4)
18 hours, or major fraction thereof, that employee worked.

19 24. DEFENDANTS failed to provide PLAINTIFF with the required rest and meal break
20 periods. PLAINTIFF was routinely required to work through these periods instead, because of
21 understaffing, inadequate coverage, unreasonably high workload and expectations, and/or other
22 actions, inactions, or decisions made by and within the sole control and discretion of
23 DEFENDANTS.

24 25. PLAINTIFF worked shifts in excess of five (5) hours without a meal break, and
25 worked shifts of ten (10) hours or more without a second meal break, due to understaffing,
26 inadequate coverage, unreasonably high workload and expectations, and/or other actions, inactions,
27 or decisions made by and within the sole control and discretion of DEFENDANTS.
28

1 26. PLAINTIFF is informed and believes, and based thereon alleges, that any purported
2 appearance of meal and rest break compliance is because DEFENDANTS systematically and
3 routinely clocked out for and/or otherwise altered the timekeeping records of PLAINTIFF in an
4 attempt to hide the aforementioned infractions.

5 27. DEFENDANTS, knowingly and contrary to law and public policy, employed a
6 tactic of clocking-out employees for rest and/or meal periods that were never taken and/or were
7 legally non-compliant, and/or otherwise falsified or altered timekeeping records.

8 28. DEFENDANTS knew, or should have known, that their behavior caused
9 PLAINTIFF to work through the above-described meal and/or rest periods.

10 29. As a company-wide policy, DEFENDANTS still chose not to pay meal and rest
11 period premiums as required by law.

12 30. Employers are required to calculate overtime pay at time and a half the “regular
13 rate,”; and to pay meal and rest break premiums at a “regular rate,” which includes commissions,
14 bonuses or other non-discretionary pay. DEFENDANTS failed to include non-discretionary
15 bonuses in its calculations for overtime penalties for PLAINTIFF. *Ferra v. Loews Hollywood*
16 *Hotel, LLC*, 40 Cal.App.5th 1239 (2019).

17 31. The California Supreme Court in *Naranjo v. Spectrum Security Services, Inc.* (Cal.,
18 May 23, 2022, No. S258966) 2022 WL 1613499) held that missed-break premium pay is indeed
19 wages subject to the Labor Code’s timely payment and reporting requirements, and it can support
20 section 203 waiting time penalties and section 226 wage statement penalties.

21 32. Defendants failed to pay Plaintiff an additional hour of pay at his regular rate
22 of compensation for each date on which it failed to provide legally compliant rest periods
23 and/or meal periods. As set forth in *Naranjo v. Spectrum Security Services, Inc.* (Cal., May
24 23, 2022, No. S258966) 2022 WL 1613499) missed-break premium pay are wages subject
25 to the Labor Code’s timely payment and reporting requirements, thus Defendants failure to
26 pay Plaintiff and Hourly Employee Class Members constitutes a violation of California
27 Labor Code Section 226.

1 33. California Labor Code sections 1182.12, 1194, 1197, and 1197.1 require employers
2 to pay the minimum wage as set by the IWC. California Labor Code section 1182.12, as amended
3 by Senate Bill 3, Chapter 4, Section 3, defines the minimum wage as;

4 (1) For any employer who employs 26 or more employees:

5 (A) From January 1, 2017, to December 31, 2017, \$10.50 per hour.

6 (B) From January 1, 2018, to December 31, 2018, \$11 per hour.

7 (C) From January 1, 2019, to December 31, 2019, \$12 per hour.

8 (D) From January 1, 2020, to December 31, 2020, \$13 per hour.

9 (E) From January 1, 2021, to December 31, 2021, \$14 per hour.

10 (F) From January 1, 2022, and until adjusted by subdivision (c) \$15 per hour.

11 (2) For any employer who employs 25 or fewer employees:

12 (A) From January 1, 2018, to December 31, 2018, \$10.50 per hour.

13 (B) From January 1, 2019, to December 31, 2019, \$11 per hour.

14 (C) From January 1, 2020, to December 31, 2020, \$12 per hour.

15 (D) From January 1, 2021, to December 31, 2021, \$13 per hour.

16 (E) From January 1, 2022, to December 31, 2022, \$14 per hour.

17 (F) From January 1, 2023, and until adjusted by subdivision (c) \$15 per hour.

18 34. The minimum wage standard applies to each hour employees worked for which they
19 were not paid. Therefore, employer's failure to pay for any particular hour worked by an employee
20 is unlawful even if averaging an employee's total pay over all hours worked, paid or not, results in
21 an average hourly wage above minimum wage.

22 35. As alleged throughout this Complaint, due to the company-wide failures of
23 DEFENDANTS, PLAINTIFF was forced to work off-the-clock before and/or after his scheduled
24 work shifts, and/or during rest breaks, and/or during meal breaks. DEFENDANTS failed to pay
25 PLAINTIFF minimum wages for this time and/or falsified timekeeping records to hide this fact.

26 36. California Labor Code 226(a) requires employers to create and provide to
27 employees true and accurate employment records. California Labor Code section 226(e) provides
28 that if an employer fails to furnish an employee with same, the employee is entitled to recover the

greater of all actual damages, or \$50.00 for an initial infraction, and \$100 per employee for each subsequent violation in any pay period. California Labor Code 226.3 imposes civil penalties on any employer in violation of section 226(a) at \$250 per employee violation in an initial citation, and \$1,000 per employee for each subsequent violation.

37. California Labor Code 1174(d) requires employers to keep payroll records showing hours worked, and wages paid to and/or number of piece-rate units earned, for all employees. California Labor Code section 1174.5 subjects employers to a \$500 penalty for failing to maintain same.

38. California Labor Code section 1198 provides that maximum hours and standard conditions of labor are fixed by the Labor Commissioner in the applicable Wage Orders. Pursuant to the applicable Wage Order, employers must keep accurate records of when employees begin and end each work period and each meal period.

39. DEFENDANTS knowingly provided employees with records that do not meet the statutory requirements of truth and accuracy, because DEFENDANTS failed to truthfully and accurately document, among other things, employees off-the-clock work. As a result, DEFENDANTS failed to accurately list the correct amount of gross and/or net wages earned by PLAINTIFF.

40. The statements in question are deficient in many other ways, including, but not limited to: failure to list total hours worked, failing to list applicable hourly rates and the numbers of hours worked at each rate, failure to list piece-rate units earned and the applicable piece-rate, failure to list deductions, failure to track sick leave, failure to list the employee and SSN/EID properly, failure to list the full legal name and address of the employer, failure to list inclusive dates for which employees are paid, failure to provide employees with the ability to easily access wage statements and get hard copies at no expense to the employee, and/or failure to state all hours worked as a result of off-the-clock work.

41. DEFENDANTS willfully failed to maintain accurate payroll records for PLAINTIFF as a result of DEFENDANTS failure to accurately record employees rest breaks, and/or meal breaks, and/or off-the-clock work. DEFENDANTS failure makes it impossible for

1 PLAINTIFF to accurately determine the extent of their underpayment, thereby causing further
2 injuries to PLAINTIFF.

3 42. California Code of Regulations, Title 8, section 11050 provides that for each
4 workday when an employee is required to and does in fact report to work, but is either not put to
5 work or is furnished less than half of said employee's usual scheduled day's work, that employee
6 should be paid for no less than half, and in no event less than two (2) hours, of the employees'
7 regular rate of pay.

8 43. PLAINTIFF was frequently told by DEFENDANTS to report to work and was
9 either not put to work or was furnished less than half of PLAINTIFF's usual scheduled day's work.
10 DEFENDANTS routinely failed to pay the required reporting time wages to PLAINTIFF for each
11 of these instances.

12 44. California Code of Regulations 11050 provides that when an employee works a
13 "split shift", one (1) hour's pay at the State or local minimum wage (whichever is greater) must be
14 paid in addition to the minimum wage for that workday. A "split shift" is defined as a work
15 schedule which is interrupted by non-paid, non-working periods established by the employer, other
16 than *bona fide* rest or meal periods.

17 45. DEFENDANTS routinely scheduled PLAINTIFF for multiple different shifts
18 throughout the same workday, separated by periods other than *bona fide* rest or meal breaks.
19 DEFENDANTS failed to pay PLAINTIFF one (1) hour's pay at the applicable minimum wage,
20 which resulted in PLAINTIFF being paid less than the applicable minimum wage for that day.

21 46. As a further consequence, DEFENDANTS also failed to separately list "split shift"
22 payments on PLAINTIFF's wage statements.

23 47. California Labor Code section 204 requires that all wages earned, other than those
24 due upon termination, be paid on time as defined by the statute.

25 48. As a result of the numerous company-wide failures of DEFENDANTS as described
26 throughout this Complaint, DEFENDANTS failed to pay PLAINTIFF all wages due to them,
27 including, but not limited to: minimum wages, overtime wages, double time wages, split shift pay
28 and/or reporting time pay within the statutorily required time period.

1 49. California Labor Code Sections 2800 and 2802 require that an employer indemnify
2 employees for all necessary expenditures or losses incurred by the employee in direct consequence
3 of the discharge of their duties.

4 50. PLAINTIFF was directed and expected to incur personal expenses on behalf of
5 DEFENDANTS while performing his job duties. Such personal expenses include, but are not
6 limited to: use of personal cell phone, travel expenses, and parking expenses. PLAINTIFF would
7 not have been able to successfully accomplish their job duties absent incurring these personal
8 expenses. DEFENDANTS failed to indemnify PLAINTIFF for all necessary expenditures or losses
9 accordingly.

10 51. California Labor Code section 246 provides that an employee who works for the
11 same employer for more than 30 days is entitled to paid sick days. Paid sick leave is to accrue at a
12 rate not less than one (1) hour per every 30 hours worked, such accrual beginning at the
13 commencement of employment. Employers must provide employees with written notice setting the
14 amount of sick leave available (or paid time off in lieu thereof) for use on either itemized wage
15 statements (as described in Labor Code section 226) or in a separate writing accompanying such
16 wage statements.

17 52. PLAINTIFF was hired by DEFENDANTS on or about 2012 and worked for
18 DEFENDANTS until on or about January, 2020. As a result, PLAINTIFF worked for
19 DEFENDANTS for more than 30 days, triggering the protections of Labor Code section 246 as
20 described above.

21 53. Nevertheless, DEFENDANTS failed to furnish upon PLAINTIFF, either on
22 itemized wage statements or in a separate writing accompanying such wage statements, the amount
23 of sick leave available to PLAINTIFF.

24 54. As such, DEFENDANTS unlawfully retained and continue to retain paid sick leave
25 that should have been paid to PLAINTIFF but for DEFENDANTS failure to properly institute
26 and/or adhere to a legally compliant paid sick leave program.

27 55. PLAINTIFF is informed and believes, and based thereon alleges, that at all material
28 times set forth herein, DEFENDANTS were advised by skilled lawyers and other professionals,

1 employees, and advisors knowledgeable about California and federal labor and wage law and
2 employment and personnel practices, and about the requirements of California and federal law.

3 56. PLAINTIFF is informed and believes, and based thereon alleges, that
4 DEFENDANTS knew or should have known that PLAINTIFF was entitled to receive certain
5 wages for overtime compensation and that he was not receiving wages for overtime compensation.

6 57. PLAINTIFF is informed and believes, and based thereon alleges, that
7 DEFENDANTS knew or should have known the PLAINTIFF was entitled to receive all meal
8 periods or payments of one (1) additional hour of pay at PLAINTIFF's regular rate of pay when a
9 meal period was missed, and that he did not receive all meal periods or payment of one (1)
10 additional hour of pay at PLAINTIFF's regular rate of pay when a meal period was missed.

11 58. PLAINTIFF is informed and believes, and based thereon alleges, that
12 DEFENDANTS knew or should have known that PLAINTIFF was entitled to receive all rest
13 periods or payment of one (1) additional hour of pay at PLAINTIFF's regular rate of pay when a
14 rest period was missed, and that he did not receive all rest periods or payment of one (1) additional
15 hour of pay at PLAINTIFF's regular rate of pay when a rest period was missed.

16 59. PLAINTIFF is informed and believes, and based thereon alleges, that
17 DEFENDANTS knew or should have known that PLAINTIFF was entitled to receive payment of
18 at least minimum wage for all hours of work performed while under the control of
19 DEFENDANTS, and that PLAINTIFF did not, in fact, receive payment of at least minimum wage
20 for all hours of work performed while under control of DEFENDANTS.

21 60. PLAINTIFF is informed and believes, and based thereon alleges, that
22 DEFENDANTS knew or should have known that PLAINTIFF was entitled to receive complete
23 and accurate wage statements in accordance with California law, and that she did not receive
24 complete and accurate wage statements from DEFENDANTS. The deficiencies included, *inter*
25 *alia*, the failure to include the total number of hours worked by PLAINTIFF.

26 61. PLAINTIFF is informed and believes, and based thereon alleges, that
27 DEFENDANTS knew or should have known that DEFENDANTS had to keep complete and
28 accurate payroll records for PLAINTIFF in accordance with California law, but, in fact, did not

1 keep complete and accurate payroll records.

2 62. PLAINTIFF is informed and believes, and based thereon alleges, that
3 DEFENDANTS knew or should have known that PLAINTIFF was entitled to reimbursement for
4 necessary business-related expenses, and that PLAINTIFF did not, in fact, receive reimbursement
5 for necessary business-related expenses, including, but not limited to, personal cell phone use,
6 travel expenses, and parking expenses.

7 63. PLAINTIFF is informed and believes, and based thereon alleges, that
8 DEFENDANTS knew or should have known that PLAINTIFF was entitled to receive all wages
9 owed to him during his employment, and that PLAINTIFF did not receive payment of all wages,
10 including, but not limited to, straight time, overtime, double time, minimum wages, and meal and
11 rest period premiums, within any time permissible under California Labor Code section 204.

12 64. PLAINTIFF is informed and believes, and based thereon alleges, that
13 DEFENDANTS knew or should have known that PLAINTIFF was entitled to receive all wages
14 owed to him upon discharge or resignation, including overtime, minimum wages, meal and rest
15 period premiums, and that she did not, in fact, receive all such wages owed to him at the time of his
16 discharge or resignation.

17 65. PLAINTIFF is informed and believes, and based thereon alleges, that
18 DEFENDANTS knew or should have known that they had a duty to compensate PLAINTIFF
19 pursuant to California law, and that DEFENDANTS had the financial ability to pay such
20 compensation, but willfully, knowingly and intentionally failed to do so, and falsely represented to
21 PLAINTIFF that she was properly denied wages, all in order to increase DEFENDANTS profits.

22 66. California Labor Code section 218 states that nothing in Article 1 of the Labor Code
23 shall limit the right of any wage claimant to “sue directly...for any wages or penalty due to him [or
24 her] under this article.”

25 67. PLAINTIFF filed a PAGA Notice on September 23, 2020 by serving a
26 PAGA Notice to all named DEFENDANTS and to the LWDA in compliance with Labor
27 Code section 2699.3. 65 Days after PLAINTIFF’s PAGA Notice, PLAINTIFF did not
28 receive correspondence from the LWDA regarding its intent to investigate PLAINTIFF’s

1 claims.

2 68. PLAINTIFF filed a PAGA only individual and representative action
3 Complaint for penalties under PAGA on December 23, 2020 in the Orange County
4 Superior Court, Case No. 30-2020-01175950-CU-OE-CJC.

5 69. On June 15, 2022 the United States Supreme Court issued its ruling on *Viking*
6 *River Cruises, Inc. v Moriana*, holding that *Iskanian*'s rule that PAGA actions cannot be
7 divided into individual and non-individual claims is preempted, so Viking was entitled to
8 compel arbitration of Moriana's individual claim. *Viking River Cruises, Inc. v. Moriana*
9 (U.S., June 15, 2022, No. 20-1573) 2022 WL 2135491, at *3.

10 70. The Court in the PAGA complaint in Case No. 30-2020-01175950-CU-OE-CJC
11 ordered Plaintiff to arbitrate the individual portion of the PAGA claims and stayed the
12 representative PAGA claims.

13 **FIRST CAUSE OF ACTION**

14 **Violation of Labor Code § 226, 432, and 1198.5**

15 **Failure to Provide Employment Records**

16 **(By PLAINTIFF Against DEFENDANTS and DOES 1 through 50, Inclusive)**

17 71. PLAINTIFF hereby re-alleges and incorporates all preceding paragraphs as though
18 fully set forth herein.

19 72. California Labor Code Section 226 provides, "An employer who receives a written
20 or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or
21 former employee [records of hours worked and wages paid] ... shall comply with the request as
22 soon as practicable, but no later than 21 calendar days from the date of the request."

23 73. Labor Code Section 432 provides, "If an employee signs any instrument relating to
24 the obtaining or holding of employment, he shall be given a copy of the instrument upon request."

25 74. Labor Code Section 1198.5 provides that every employee shall be permitted to
26 inspect and obtain a copy of their personnel records upon request.

27 75. PLAINTIFF requested in writing by letter via certified first-class mail to
28 DEFENDANTS and regular first-class mail to DEFENDANTS' California agent for service of

1 process, that DEFENDANTS provide PLAINTIFF with wage and payroll history, all documents
2 signed by PLAINTIFF pursuant to Labor Code Section 432, and a copy of PLAINTIFFS personnel
3 records pursuant to Labor Code Section 1198.5.

4 76. Receipts indicate that the correspondence was delivered to DEFENDANTS principal
5 place of business.

6 77. For failure to provide PLAINTIFF with payroll records with 21 days after written
7 request, PLAINTIFF seeks a \$750 penalty pursuant to Labor Code Section 226(f).

8 78. For failure to provide PLAINTIFF with his personnel file within 30 days after
9 receiving the request, PLAINTIFF seeks a \$750 penalty pursuant to Labor Code Section 1198.5(k).

10 79. PLAINTIFF additionally seeks any additional remedies available to him for
11 violations of Labor Code Sections 226, 432, and 1198.5.

12 **SECOND CAUSE OF ACTION**

13 **Violation of California Labor Codes § 510 and the applicable Wage Orders**

14 **Failure to Pay Overtime**

15 **(By PLAINTIFF Against DEFENDANTS and Does 1 through 50, inclusive)**

16 80. PLAINTIFF hereby re-alleges and incorporates all preceding paragraphs as though
17 fully set forth herein.

18 81. DEFENDANTS had a consistent policy of failing to pay overtime wages in
19 violation of California state wage and hour laws by not paying overtime to PLAINTIFF when
20 PLAINTIFF worked over eight (8) hours in a day and/or 40 hours in a workweek.

21 82. DEFENDANTS also failed to pay PLAINTIFF double time in violation of
22 California state wage and hour laws by failing to pay PLAINTIFF double time when PLAINTIFF
23 worked in excess of 12 hours in a day.

24 83. The California Supreme Court opinion in *Ferra v. Loews Hollywood Hotel,*
25 *LLC* holds that, similar to the requirement that employers pay overtime at the “regular rate
26 of pay” (which includes commissions, bonuses or other nondiscretionary pay), employers
27 are required to pay meal and rest break premiums at a regular rate that includes
28 commissions, bonuses or other non-discretionary pay. Plaintiff alleges that Defendants

1 failed to include the non-discretionary bonuses in its calculations for overtime pay.

2 84. As a result of DEFENDANTS' unlawful acts, PLAINTIFF has been deprived of
3 their full overtime and double time wages in amounts to be determined at trial, and are entitled to
4 the recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,
5 pursuant to Labor Code sections 218.5, 510, 558, 1194, and 1199.

6 **THIRD CAUSE OF ACTION**

7 **Violation of California Labor Codes § 226.7, 512(a), and the applicable Wage Orders**

8 **Failure to Provide Rest and Meal Breaks**

9 **(By PLAINTIFF Against DEFENDANTS and Does 1 through 50, inclusive)**

10 85. PLAINTIFF hereby re-alleges and incorporates all preceding paragraphs as though
11 fully set forth herein.

12 86. At all times herein set forth, the California IWC Order and California Labor Code
13 sections 226.7 and 512(a) were applicable to PLAINTIFF's employment by DEFENDANTS.

14 87. California Labor Code section 226.7 provides that no employer shall require an
15 employee to work during any rest period mandated by an applicable order of the California IWC.

16 88. DEFENDANTS did not provide PLAINTIFF with meal periods consistent with the
17 requirements of Labor Code section 512.

18 89. DEFENDANTS violated Labor Code sections 226.7 and 512 by employing
19 PLAINTIFF for work periods of more than five (5) hours, without providing legally adequate meal
20 periods such as short, on-duty, late, and/or interrupted meal periods and by failing to provide
21 compensation for unprovided and/or legally inadequate meal periods, as alleged above.

22 90. PLAINTIFF also regularly worked in excess of four (4) hours, or a major fraction
23 thereof, without being afforded a 10-minute rest period during which PLAINTIFF was relieved of
24 all duties as required by Labor Code section 226.7 and the IWC Wage Orders.

25 91. As a direct and proximate result of DEFENDANTS violation of Labor Code section
26 226.7, PLAINTIFF has suffered irreparable harm and monetary damages.

27 92. PLAINTIFF seeks damages and all other permissible relief, including premium pay
28 for each work shift of four (4) hours or a major fraction thereof during which PLAINTIFF was not

provided a full 10-minute uninterrupted rest period, attorney's fees, and prejudgment interest, pursuant to Labor Code sections 200, et seq.

93. As a further result of DEFENDANTS unlawful acts, PLAINTIFF has been deprived of premium wages in amounts to be determined at trial, and is entitled to the recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226.7, 512, 558, as well as the I.W.C. Wage Orders.

94. PLAINTIFF also is entitled to one (1) hour of pay for each day for which PLAINTIFF was not provided legally compliant rest and/or meal period(s).

FOURTH CAUSE OF ACTION

Violation of Labor Code § 1182.12, 1194, 1197, 1197.1, and the applicable Wage Orders

Failure to Pay Minimum Wage

(By PLAINTIFF Against DEFENDANTS and Does 1 through 50, inclusive)

95. PLAINTIFF hereby re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

96. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1, and the applicable Wage Orders provide that notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of the applicable minimum wage, including interest thereon, reasonable attorney's fees, and costs of suit.

97. During the relevant time period, DEFENDANTS failed to pay minimum wage to PLAINTIFF as required, pursuant to California Labor Code sections 1182.12, 1194, 1197, 1197.1, and the applicable Wage Orders.

98. DEFENDANTS failure to pay PLAINTIFF the minimum wage as required violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and the applicable Wage Orders.

99. Pursuant to California Labor Code 1197.1, PLAINTIFF is entitled to recover a penalty of \$100.00 for the initial failure to timely pay minimum wages, and \$250.00 for each subsequent failure to pay minimum wages.

100. Pursuant to California Labor Code section 1194.2, PLAINTIFF is entitled to recover

1 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

2 **FIFTH CAUSE OF ACTION**

3 **Violation of California Labor Code § 226(a) and 1174(d)**

4 **Failure to Keep Accurate and Provide Itemized Payroll Records**

5 **(By PLAINTIFF Against DEFENDANTS and Does 1 through 50, inclusive)**

6 101. PLAINTIFF hereby re-alleges and incorporates all preceding paragraphs as though
7 fully set forth herein.

8 102. DEFENDANTS have intentionally and willfully failed to keep accurate and
9 complete payroll records showing PLAINTIFF's hours worked and the wages paid to PLAINTIFF,
10 thereby violating California Labor section 1174(d).

11 103. As a result of DEFENDANTS violation of California Labor section 1174(d),
12 PLAINTIFF has suffered injury and damage to PLAINTIFF's statutorily-protected rights.

13 104. More specifically, PLAINTIFF has been injured by DEFENDANTS intentional and
14 willful violation of California Labor Code section 1174(d) because they denied both their legal
15 right and protected interest in having available, accurate, and complete payroll records pursuant to
16 California Labor Code section 1174(d).

17 105. Therefore, PLAINTIFF is entitled to recover all actual, consequential, incidental
18 losses, damages, and statutory penalties, pursuant to California Labor Code section 1174.

19 106. Furthermore, California Labor Code Section 226(a) requires DEFENDANTS to
20 provide itemized wage statements at the time of payment of wages, which includes, but is not
21 limited to the following: gross wages earned, the correct total hours worked by the employee, the
22 correct net wages earned, the inclusive dates of the period for which the employee is paid, the
23 name and address of the correct legal entity that is the employer, all applicable hourly rates in
24 effect during the pay period, and the corresponding number of hours worked at each hourly rate by
25 the employee.

26 107. PLAINTIFF contends that they have been injured by DEFENDANTS failure to
27 provide all of the requisite information on its itemized wage statements in that such failure, inter
28 alia: (1) masks possible and actual underpayments to PLAINTIFF; and (2) makes it difficult for

1 PLAINTIFF to verify that they have in fact been paid the proper amounts owing for all hours
2 worked. DEFENDANTS conduct was done knowingly, intentionally, and with the design to harm
3 PLAINTIFF, as DEFENDANTS are aware of California law.

4 108. Defendants failed to pay Plaintiff an additional hour of pay at their regular
5 rate of compensation for each date on which it failed to provide legally compliant rest
6 periods and/or meal periods. As set forth in *Naranjo v. Spectrum Security Services, Inc.*
7 (Cal., May 23, 2022, No. S258966) 2022 WL 1613499) missed-break premium pay are
8 wages subject to the Labor Code's timely payment and reporting requirements, thus
9 Defendants failure to pay Plaintiff constitutes a violation of California Labor Code Section
10 226.

11 109. As a result of DEFENDANTS violation of California Labor Code section 226(a),
12 PLAINTIFF has suffered injury and damage to their statutorily-protected rights.

13 110. More specifically, PLAINTIFF has been injured by DEFENDANTS intentional and
14 willful violation of California Labor Code section 226(a) because they have been denied both their
15 legal right to receive, and their protected interest in receiving, accurate and itemized wage
16 statements pursuant to California Labor Code section 226(a).

17 111. Pursuant to the foregoing, PLAINTIFF is entitled to recover from DEFENDANTS
18 the greater of their actual damages caused by DEFENDANTS failure to comply with California
19 Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars.

20 **SIXTH CAUSE OF ACTION**

21 **(FAILURE TO PAY WAITING TIME PENALTIES**

22 **IN VIOLATION OF LABOR CODE § 201, 202, AND 203)**

23 **(By Plaintiff Against Defendants)**

24 112. Plaintiff incorporates by reference and realleges each and every one of the
25 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
26 forth herein.

27 113. California Labor Code section 201 requires an employer who discharges an
28 employee to pay all compensation due and owing to that employee immediately upon discharge.

1 California Labor Code section 202 requires an employer of an employee who quits to pay all
2 compensation due and owing to that employee not later than 72 hours thereafter, unless the
3 employee gave 72 hours previous notice of the intention to quit, in which case the employee is
4 entitled to wages at the time of quitting.

5 114. California Labor Code section 203 provides that if an employer willfully fails to pay
6 compensation promptly upon separation from employment, as required by either Sections 201 or
7 202, then the employer is liable for waiting time penalties in the form of continued compensation
8 for up to 30 work days.

9 115. Defendants willfully failed and refused to timely pay all straight time wages,
10 overtime, and meal break compensation to Plaintiff whose employment terminated. As a result,
11 Defendants are liable to Plaintiff for waiting time penalties, together with interest thereon and
12 attorneys' fees and costs, under Labor Code section 203.

13 116. Defendants failed to pay Plaintiff an additional hour of pay at their regular rate of
14 compensation for each date on which it failed to provide legally compliant rest periods and/or meal
15 periods. As set forth in *Naranjo v. Spectrum Security Services, Inc.* (Cal., May 23, 2022, No.
16 S258966) 2022 WL 1613499) missed-break premium pay are wages subject to the Labor Code's
17 timely payment and reporting requirements, thus Defendants failure to pay Plaintiff constitutes a
18 violation of California Labor Code Section 201-203.

19 117. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
20 amount, subject to proof at trial, to the extent they were not paid all wages due each pay period.
21 The precise amount of unpaid wages is not presently known to Plaintiff but can be determined
22 directly from Defendants' records or indirectly based on information from Defendants' records.

23 118. Pursuant to Labor Code sections 218.5 and 218.6, Plaintiff is entitled to
24 recover the full amount of their unpaid wages, interest thereon, reasonable attorneys' fees
25 and costs of suit.

26 **SEVENTH CAUSE OF ACTION**

27 **Violation of California Labor Code § 204**

28 **Failure to Pay All Wages Owed**

(By PLAINTIFF Against DEFENDANTS and Does 1 through 50, inclusive)

119. PLAINTIFF hereby re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

120. At all times relevant during the liability period, PLAINTIFF was an employee of DEFENDANTS covered by Labor Code sections 204 and 223.

121. Pursuant to Labor Code sections 204 and 223, PLAINTIFF was entitled to receive, on regular paydays, all wages earned and at the correct rate of pay for the pay period corresponding to the payday.

122. DEFENDANTS failed to pay PLAINTIFF all wages earned in each pay period. PLAINTIFF is informed, believes, and thereon alleges, that at all times relevant during the liability period, DEFENDANTS maintained a policy and practice of not paying PLAINTIFF: (i) all straight time, overtime, and double time wages for hours worked, and (ii) premium wages for all unprovided meal and rest periods.

123. Defendants failed to pay Plaintiff an additional hour of pay at his regular rate of compensation for each date on which it failed to provide legally compliant rest periods and/or meal periods. As set forth in *Naranjo v. Spectrum Security Services, Inc.* (Cal., May 23, 2022, No. S258966) 2022 WL 1613499) missed-break premium pay are wages subject to the Labor Code's timely payment and reporting requirements, thus Defendants failure to pay Plaintiff constitutes a violation of California Labor Code Section 204.

124. As a result of DEFENDANTS unlawful conduct, PLAINTIFF has suffered damages in an amount, subject to proof, to the extent they were not paid all wages due each pay period.

125. The precise amount of unpaid wages is not presently known to PLAINTIFF but can be determined directly from DEFENDANTS records or indirectly based on information from DEFENDANTS records.

126. Pursuant to Labor Code sections 218.5 and 218.6, PLAINTIFF is entitled to recover the full amount of their unpaid wages, interest thereon, reasonable attorneys' fees and costs of suit.

EIGHTH CAUSE OF ACTION

Violation of California Labor Code § 2800 and 2802 et seq.

1 **Failure to Reimburse**

2 **(By PLAINTIFF Against DEFENDANTS and Does 1 through 50, inclusive)**

3 127. PLAINTIFF hereby re-alleges and incorporates all preceding paragraphs as though
4 fully set forth herein.

5 128. PLAINTIFF incurred necessary and business-related expenses and costs that
6 DEFENDANTS did not reimburse PLAINTIFF for, including, but not limited to, personal cell
7 phone use, travel expenses, and parking expenses throughout the duration of their employment
8 with DEFENDANTS.

9 129. DEFENDANTS knew that PLAINTIFF was incurring such costs throughout the
10 duration of their employment with DEFENDANTS.

11 130. Despite their knowledge, DEFENDANTS intentionally and willfully failed to
12 reimburse PLAINTIFF for all necessary and business-related expenses and costs.

13 131. PLAINTIFF is entitled to recover from DEFENDANTS their business-related
14 expenses and costs incurred during the course and scope of their employment, plus interest accrued
15 from the date on which PLAINTIFF incurred the necessary expenditures at the same rate as
16 judgements in civil actions in the State of California pursuant to California Labor Code 2800,
17 2802, and any and all other applicable law.

18 **NINTH CAUSE OF ACTION**

19 **Violation of California Business and Professions Code § 17200, *et seq.***

20 **(By PLAINTIFF Against DEFENDANTS and Does 1 through 50, inclusive)**

21 132. PLAINTIFF hereby re-alleges and incorporates all preceding paragraphs as though
22 fully set forth herein.

23 133. DEFENDANTS failure to correctly pay wages, failure to provide meal period and
24 rest periods, failure to pay wages during employment, failure to pay wage upon termination, failure
25 to keep accurate requisite payroll records, failure to keep compliant wage statements, and failure to
26 reimburse necessary business expenses of PLAINTIFF as described throughout this Complaint
27 constitute unlawful activity prohibited by Business and Professions Code section 17200, *et seq.*,
28 including, but not limited to, Sections 17200, 17202, and 17203.

1 134. DEFENDANTS failure to pay PLAINTIFF in a lawful manner, as alleged herein,
2 constitutes false, unfair, fraudulent and/or deceptive business practices, within the meaning of
3 Business and Professions Code section 17200, et seq.

4 135. As a result of DEFENDANTS unlawful acts, DEFENDANTS have reaped and
5 continue to reap unfair benefits at PLAINTIFFS expense.

6 136. DEFENDANTS should be enjoined from this activity and made to disgorge these
7 ill-gotten gains and restore to PLAINTIFF the wrongfully withheld wages, pursuant to Business
8 and Professions Code section 17203.

9 137. PLAINTIFF is informed and believes, and thereon alleges that DEFENDANTS are
10 unjustly enriched through its failure to pay all earned wages and compensation for unprovided meal
11 and rest periods to PLAINTIFF.

12 138. PLAINTIFF is informed and believes, and thereon alleges, that PLAINTIFF was
13 and is prejudiced by DEFENDANTS unfair practices.

14 139. As a direct and proximate result of DEFENDANTS unfair business practices,
15 PLAINTIFF is entitled to equitable and injunctive relief, including full restitution and/or
16 disgorgement of all wages, which have been unlawfully withheld from PLAINTIFF, as a result of
17 the business acts and practices described therein and enjoin DEFENDANTS to cease and desist
18 from engaging in the practices described therein.

19 **TENTH CAUSE OF ACTION**

20 **(VIOLATION OF LABOR CODE § 2698, *ET SEQ.*)**

21 **(By PLAINTIFF Against DEFENDANTS and Does 1 through 50, inclusive)**

22 140. PLAINTIFF incorporates by reference the allegations contained in each of the
23 preceding paragraphs and each and every part thereof with the same force and effect as though
24 fully set forth herein.

25 141. PAGA expressly establishes that any provisions of the California Labor Code which
26 provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments,
27 divisions, commissions, boards, agencies or employees for a violation of the California Labor
28 Code, may be recovered through a civil action brought by an aggrieved employee on behalf of

1 himself or herself, and other current or former employees.

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

6 143. PLAINTIFF is an "AGGRIEVED EMPLOYEE" within the meaning of California
7 Labor Code section 2699(c) as a former employee of DEFENDANT, who had one or more of the
8 alleged violations was committed against her.

9 **Failure to Provide Employment Records**

10 144. DEFENDANTS failure to provide PLAINTIFF with employment records
11 constitutes unlawful and/or unfair activity and is prohibited by California Labor Code 226, 432,
12 and 1198.5.

13 **Failure to Pay Overtime / Double Time**

14 145. DEFENDANTS failure to pay legally required overtime and double time wages to
15 PLAINTIFF is in violation of the Wage Orders and constitutes unlawful and/or unfair activity
16 prohibited by California Labor Code sections 510 and 1198.

17 **Failure to Provide Meal and Rest Periods**

18 146. DEFENDANTS failure to provide legally required meal and rest periods to
19 PLAINTIFF constitutes unlawful and/or unfair activity prohibited by California Labor Code
20 sections 226.7, 512(a), and the applicable Wage Orders.

21 **Failure to Pay Minimum Wages**

22 147. DEFENDANTS failure to pay legally required minimum wages to PLAINTIFF
23 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 1182.12,
24 1194, 1197, 1197.1, and the applicable Wage Orders.

25 **Failure to Keep Accurate and Provide Itemized Wage Statements**

26 148. DEFENDANTS failure to keep accurate and provide itemized wage statements to
27 Plaintiff constitutes unlawful and/or unfair activity prohibited by California Labor Code section
28 226(a), 1174(d), and 1198.

1 **Failure to Timely Pay Wages During Employment**

2 149. DEFENDANTS failure to timely pay wages to PLAINTIFF during his employment
3 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

4 **Failure to Timely Pay Wages Upon Termination**

5 150. DEFENDANTS failure to timely pay wages to PLAINTIFF upon termination
6 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201, 202,
7 and 203.

8 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

9 151. DEFENDANTS failure to reimburse PLAINTIFF for necessary business-related
10 expenses and costs constitutes unlawful and/or unfair activity prohibited by California Labor Code
11 sections 2800 and 2802.

12 **Civil Penalties**

13 152. Pursuant to California Labor Code section 2699, PLAINTIFF, individually, requests
14 and is entitled to recover penalties from DEFENDANTS and each of them, for violations of the
15 Labor Code as more fully described herein according to proof, interest, attorneys' fees and costs
16 pursuant to California Labor Code section 218.5, including but not limited to:

17 a. Penalties under California Labor Code section 2699 in the amount of a
18 hundred dollars (\$100) per pay period for the initial violation, and two hundred dollars
19 (\$200) per pay period for each subsequent violation;

20 b. Penalties under California Code of Regulations Title 8 section 11010, et seq.
21 in the amount of fifty dollars (\$50) e per pay period for the initial violation, and one
22 hundred dollars (\$100) per pay period for each subsequent violation;

23 c. Penalties under California Labor Code section 210 in addition to, and
24 entirely independent and apart from, any other penalties provided in the California Labor
25 Code in the amount of a hundred dollars (\$100) per pay period for the initial violation, and
26 two hundred dollars (\$200) per pay period for each subsequent violation; and

27 d. Any and all additional penalties and sums as provided by the California
28 Labor Code and/or other statutes, including, but not limited to, penalties pursuant to

1 California Labor Code 558(a).

2 153. Pursuant to California Labor Code section 2699(i), civil penalties recovered shall be
3 distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development
4 Agency for the enforcement of labor laws and education of employers and employees about their
5 rights and responsibilities and twenty-five percent (25%) to Plaintiff.

6 154. Further, PLAINTIFF is entitled to seek and recover reasonable attorneys' fees and
7 costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable
8 statute.

9 THEREFORE, PLAINTIFF requests relief as described below:

10 **PRAYER**

11 THEREFORE, PLAINTIFF prays for judgment against DEFENDANTS, and Does 1
12 through 50, and each of them, as follows:

- 13 1. For compensatory damages in a sum according to proof;
- 14 2. For wages pursuant to the California Labor Code;
- 15 3. For damages and/or penalties, an award of costs, and reasonable attorney's fees
16 pursuant to the California Labor Code;
- 17 4. That DEFENDANTS be found to have engaged in unfair competition in violation of
18 California Business and Professions Code section 17200, *et seq.*;
- 19 5. That DEFENDANTS be ordered and enjoined to make restitution to PLAINTIFF
20 due to their unfair competition, pursuant to California Business and Professions
21 Code sections 17203 and 17204;
- 22 6. That DEFENDANTS further be enjoined to cease and desist from unfair
23 competition in violation of California Business and Professions Code section 17200,
24 *et seq.*;
- 25 7. For prejudgment interest pursuant to California Civil Code section 3287 and/or
26 section 3288;
- 27 8. Statutory attorneys' fees and costs under PAGA and California Code of Civil
28 Procedure Section 1021.5;

- 1 9. Statutory penalties under PAGA
2 10. For attorneys' fees, interests and costs of suit pursuant to Labor Code sections
3 218.5, 218.6, 1194(a) and Code of Civil Procedure section 1021.5; and
4 11. For such other and further relief as the Court deems just and proper.
5

6 DATED: September 2, 2022

HAIG B. KAZANDJIAN LAWYERS, APC

/s/ Cathy Gonzalez

Haig B. Kazandjian, Esq.
Cathy Gonzalez, Esq.
Attorneys for Plaintiff

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18 and
4 not a party to the within action; my business address is 801 North Brand Boulevard, Suite 970,
Glendale, California 91203.

5 On September 2, 2022, I served the foregoing document(s) described as: COMPLAINT FOR
6 DAMAGES AND PENALTIES by method indicated below, on the interested parties in this action by
placing a true copy thereof, enclosed in a sealed envelope, addressed as follows: **SEE ATTACHED**
7 **SERVICE LIST**

8 **[X] BY ELECTRONIC MAIL:** I transmitted the foregoing document(s) by electronic mail from
melisaf@hbklawyers.com to the electronic mail addresses indicated on the attached mailing list. The
9 transmission was reported as complete and without error.

10 **[X] BY U.S. MAIL:** I enclosed said document(s) in a sealed envelope or package to each
11 addressee. I placed the envelope for collection and mailing, following our firm's ordinary
12 business practices. I am readily familiar with the firm's practice for collecting and processing
13 correspondence for mailing. Under that practice, the correspondence is deposited with the
United States Postal Service, with postage fully prepaid, on the same day in the ordinary
course of business.

14 **[X]** (STATE): I declare under penalty of perjury under the laws of the State of California that the
above is true and correct.

15 Executed on September 2, 2022, at Glendale, California.

16 */s/ Melisa Flores*

17 _____
Melisa Flores

SERVICE LIST

BY EMAIL:

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