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Attorneys for Aaron Machi, on behalf of
himself, the aggrieved workers, and the State
of California

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF IMPERIAL

AARON MACHI, on behalf of himself, the
aggrieved workers, and the State of California,

Plaintiff,

v.

PREMIUM RETAIL SERVICES, INC., a
Missouri corporation, and DOES 1-50, inclusive,
Defendants.

Case No.: ECU001754

**COMPLAINT UNDER PRIVATE
ATTORNEY GENERAL ACT (CAL. LAB.
CODE §§ 2698, ET SEQ.)("PAGA")**

INTRODUCTION

1. Plaintiff AARON MACHI, on behalf of himself, the aggrieved workers, and the
State of California commences this action against Defendants PREMIUM RETAIL SERVICES,
INC. and DOES 1-50, inclusive (collectively, "Defendants") for violating the California Private

ELECTRONICALLY FILED
Superior Court of California,
County of Imperial
02/05/2021 at 02:52:04 PM
By: Michelle Garcia, Deputy Clerk

Assigned for all purposes to
Judge Jeffrey B. Jones
including trial

1 Attorney General Act (Cal. Lab. Code §§ 2698, et seq.)("PAGA"). Specifically, Defendants
2 required Mr. Machi and the aggrieved workers to sign non-solicitation and non-compete
3 agreements in violation of Business and Professions Code sections 16600. In turn, Defendants
4 violated Labor Code sections 432.5 and 925 and are liable for civil penalties, accrued interest, and
5 attorney's fees and costs to Mr. Machi, the aggrieved workers, and the State of California under
6 PAGA.

7 **PARTIES**

8 2. Plaintiff AARON MACHI ("Mr. Machi") is an individual who resides in the County
9 of Imperial, California. During the relevant time period, Mr. Machi was employed by Defendants
10 in the County of Imperial.

11 3. Defendant PREMIUM RETAIL SERVICES, INC. ("Premium") is a corporation
12 organized under the laws of the State of Missouri. Upon information and belief, Premium is not a
13 foreign corporation registered with the California Secretary of State as required by Corporations
14 Code sections 2105. Premium's principal place of business is located at 618 Spirit Drive, Suite 200,
15 Chesterfield, Missouri 63005. Premium's agent for service of process is CSC Lawyers
16 Incorporating Service Company located at 221 Bolivar Street, Jefferson City, Missouri 65101.

17 4. Ms. Machi is unaware of the true names and capacities of all defendants. On behalf
18 of himself, the aggrieved workers, and the State of California, Mr. Machi sues those unknown
19 defendants by their fictitious names, DOES 1-50, inclusive. Mr. Berber will seek leave to amend
20 this Complaint Under Private Attorney General Act ("Complaint") once their true names are
21 ascertained.

22 5. Upon information and belief, at all relevant times, one or more of each of the named
23 Defendants, or all of them, were in some fashion—by contract or otherwise—the predecessors,
24 affiliates, alter egos, assigns, joint venturers, co-venturers or partners of one or more of the
25 remaining and/or unnamed defendants, and was acting within that capacity.

26 6. Upon information and belief, one or more of the remaining named and/or unnamed
27 defendants are the successors of one or more of the remaining named and/or unnamed Defendants.
28 Such successors are liable for the transactions, occurrences, series of transactions, and Mr. Machi's,

1 the aggrieved workers', and the State of California's damages and injuries arising from the same
2 extent of those successors' predecessors.

3 7. Upon information and belief, at all relevant times the Defendants were and are the
4 alter ego of all defendants. Defendants each acted for their own benefit and/or the benefit of one or
5 more of the remaining named and/or unnamed defendants. Defendants were acting on behalf of
6 each other in the establishment of, ratification of, and/or execution of the illegal practices and
7 policies described in this Complaint. Upon information and belief, Defendants had decision-
8 making authority and responsibility for the establishment and execution of illegal practices and
9 policies during the relevant time period. Accordingly, the Defendants individually and all named
10 and/or unnamed defendants, collectively, are liable for each of the causes of actions alleged in this
11 Complaint.

12 8. Upon information and belief, there exists a unity of interest and ownership between
13 each DOE defendant and the Defendants, collectively, such that their individuality and
14 separateness ceased to exist. At all relevant times, the business affairs of Defendants and all named
15 and/or unnamed defendants could not be segregated, and were and are in inextricable confusion.
16 Defendants DOES 1 through 50, inclusive, were and are used as mere shells and conduits for the
17 conduct of the Defendants' business affairs collectively. The recognition of the separate existence
18 of each defendant would not promote justice because it would permit Defendants to insulate
19 themselves from individual liability as to Mr. Machi, the aggrieved workers, and the State of
20 California. Accordingly, the fiction of their separate existence must be disregarded at law and
21 equity to avoid fraud and injustice to Mr. Machi, the aggrieved workers, and the State of
22 California.

23 9. Upon information and belief, Defendants employs 10,300 employees nationwide.
24 Mr. Machi is unaware of the total number of workers Defendants employ in the State of California.
25 But considering Californians represent 12 percent of the national population, Mr. Machi is
26 informed and believes Defendants employ approximately 1,236 employees in the State of
27 California.

28 //

JURISDICTION AND VENUE

10. Although Defendants are diverse from Mr. Machi, the aggrieved workers, and the State of California, the civil penalties, accrued interest, and attorney's fees recoverable under PAGA cannot be used in the computation of the amount in controversy for federal court jurisdiction purposes. *See Urbino v. Orkin Servs. Of Cal.*, 726 F. 3d 1118 (9th Cir. 2013). Accordingly, this Court has original jurisdiction over this action under Article VI, section 10 of the California Constitution, exercisable under Code of Civil Procedure section 410.10. This Court has subject matter jurisdiction over this action.

11. This Court has personal jurisdiction over Defendants because, although they are not registered foreign corporations with the California Secretary of State, they conduct business in the State of California. Thus, the Court's exercise of personal jurisdiction over Defendants comports with traditional notions of fair play and substantial justice.

12. Venue is proper under Code of Civil Procedure section 395 because Defendants have conducted and continue to conduct business in this judicial district. Venue is also proper because this Court has personal jurisdiction over Defendants.

STATEMENT OF FACTS

13. Defendants are engaged in the sale of cell phones and other electronic devices and peripherals in Wal-Mart Stores, Inc. locations throughout the country.

14. On June 29, 2019, Defendants hired Mr. Machi as a Sales Manager, an exempt employee position, and offered him a salary of \$50,000 per year. As a condition of employment, Mr. Machi was required to execute a written instrument titled Restrictive Covenant Agreement ("Agreement").

15. The Agreement is an express and unambiguous non-solicitation and non-compete agreement. Exhibit "A" is a true and correct copy of the Agreement. The relevant portions of the Agreement state:

During the Relationship and for a period of two (2) years after termination of the Relationship, for any reason whatsoever, Employee shall not solicit, divert, take away or interfere with, or attempt to solicit, divert, take away or interfere with any

Customers of Premium...directly or indirectly, whether for Employee's own account or as an employee, partner, officer, director, consultant or other role for another person or entity.

During the Relationship and for a period of one (1) year after termination of the Relationship, for any reason whatsoever, Employee shall not, without the prior written consent of Premium, directly or indirectly, own, manage, operate, control, be employed by, seek employment with, perform services for, consult with, solicit business for, participate in, or be connected with the ownership, management, operation, or control of any Customers of Premium or any of Customer's related entities, or any successor in interest, including any 3rd Party Service Group providing services for any entity of a Customer.

During the term of Employee's relationship with the Company and for a period one (1) year from the voluntary or involuntary termination of Employee's relationship with the Company for any reason whatsoever, Employee shall not, either on his/her own account or for any person, firm, partnership, corporation, or other entity (i) solicit, recruit, contact, or cause any employee, independent contractor, or consultant of the Company to terminate his/her relationship with the Company, (ii) induce or attempt to induce any such person to breach his/her employment, contractor or consulting agreement or other obligation with the Company, (iii) otherwise interfere with the Company's relationship with its employees, contractors and consultants, or (iv) hire, employ, engage, supervise or affiliate with any of the Company's employees, independent contractors, or consultants.

Agreement, ¶ 1.

16. Mr. Machi is informed and believes all of Defendants' approximately 1,236 aggrieved workers were required to sign identical or virtually identical written non-solicitation and non-compete agreements during the relevant time period.

17. On October 2, 2020, Defendants terminated Mr. Machi's employment.

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18. On November 25, 2020, through counsel, Mr. Machi filed a notice letter with the Labor Workforce Development Agency ("LWDA") enumerating the allegations in this Complaint. Exhibit "B" is a true and correct copy of the filed notice letter. Mr. Machi also paid the requisite seventy-five dollar (\$75.00) administrative filing fee to LWDA. Exhibit "C" is a true and correct copy of LWDA's payment receipt. On the same day, Mr. Machi's counsel served the notice letter to Premium and its agent for service of process by Certified Mail, Return Receipt Requested. The letters were delivered to Premium and its agent for service of process on December 1, 2020. Exhibit "C" is a true and correct copy of the U.S. Postal Service's Return Receipts.

FIRST CAUSE OF ACTION

Violation of Private Attorney General Act (Cal. Lab. Code §§ 2698, et seq.)

19. Mr. Machi, on behalf of himself, the aggrieved workers, and the State of California, repeats and incorporates by reference all allegations in the previous paragraphs and further alleges the following:

20. From June 29, 2019 to October 2, 2020, Defendants employed Mr. Machi as a Sales Manager.

21. As a condition of employment, Defendants required Mr. Machi and the aggrieved workers to sign a written instrument identical to or virtually identical to the Agreement, which states in pertinent part:

During the Relationship and for a period of two (2) years after termination of the Relationship, for any reason whatsoever, Employee shall not solicit, divert, take away or interfere with, or attempt to solicit, divert, take away or interfere with any Customers of Premium...directly or indirectly, whether for Employee's own account or as an employee, partner, officer, director, consultant or other role for another person or entity.

During the Relationship and for a period of one (1) year after termination of the Relationship, for any reason whatsoever, Employee shall not, without the prior written consent of Premium, directly or indirectly, own, manage, operate, control,

be employed by, seek employment with, perform services for, consult with, solicit business for, participate in, or be connected with the ownership, management, operation, or control of any Customers of Premium or any of Customer's related entities, or any successor in interest, including any 3rd Party Service Group providing services for any entity of a Customer.

During the term of Employee's relationship with the Company and for a period one (1) year from the voluntary or involuntary termination of Employee's relationship with the Company for any reason whatsoever, Employee shall not, either on his/her own account or for any person, firm, partnership, corporation, or other entity (i) solicit, recruit, contact, or cause any employee, independent contractor, or consultant of the Company to terminate his/her relationship with the Company, (ii) induce or attempt to induce any such person to breach his/her employment, contractor or consulting agreement or other obligation with the Company, (iii) otherwise interfere with the Company's relationship with its employees, contractors and consultants, or (iv) hire, employ, engage, supervise or affiliate with any of the Company's employees, independent contractors, or consultants.

Agreement, ¶ 1.

22. The Agreement's non-solicitation provision expressly violates Business and Professions Code sections 16600, et seq., and their proscription against an employer's restraint of an employee's trade outside of the trade secret exception.

23. The Agreement's non-competition provision expressly violates Business and Professions Code sections 16600, et seq., and their proscription against an employer's restraint of an employee's trade outside of the trade secret exception.

24. Labor Code section 432.5 expressly prohibits an employer from "requir[ing] any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." It is also well-settled that "[e]very person is charged with the responsibility of knowing the

1 law; thus, it is not a defense for an employer to contend that they had not read or were unaware of
2 the law." Cal. DLSE Manual § 21.5.1.

3 25. Labor Code section 925 further prohibits an "employer...[from] requir[ing] an
4 employee who primarily resides and works in California, as a condition of employment, to agree to
5 a provision that would...[d]eprive the employee of the substantive protection of California law...."
6 Cal. Lab. Code § 925. Business and Professions Code section 16600 and the State of California's
7 public policy strongly proscribes an employer's restraint of a worker's trade or profession.

8 26. PAGA permits a deputized employee, like Mr. Machi, to seek civil penalties, and
9 accrued interest against employers who violate Labor Code sections 432.5 and 925.

10 27. Defendants violated Labor Code sections 432.5 and 925 by requiring Mr. Machi and
11 the aggrieved workers to sign written instruments identical or virtually identical to the Agreement
12 during the relevant time period.

13 28. Mr. Machi and the aggrieved workers were directly and proximately harmed as a
14 result.

15 29. Defendants' requirement that Mr. Machi and the aggrieved workers sign a written
16 instrument identical or virtually identical to the Agreement was a substantial factor in causing their
17 respective harm.

18 30. Mr. Machi, the aggrieved workers, and the State of California seek to recover civil
19 penalties, accrued interest, attorney's fees and costs, declaratory and forward-looking injunctive
20 relief, and all other remedies this Court deems just and proper.

21 **PRAYER FOR RELIEF**

22 On behalf of himself, the aggrieved workers, and the State of California, Mr. Machi
23 requests the following relief and a judgment against Premium as follows:

24 A. Civil penalties (seventy-five percent (75%) of which will be remitted to LWDA; the
25 remaining twenty-five percent (25%) will be distributed amongst Mr. Machi and aggrieved
26 workers based on the number of workweeks actually worked);

27 B. Accrued prejudgment interest at the maximum legal rate;

28 C. Reasonable attorney's fees and costs;

1 D. Declaratory and forward-looking injunctive relief;

2 E. All other remedies this Court deems just and proper.

3 LYON LEGAL, P.C.
4 LAW OFFICE OF SHAFIEL A. KARIM, P.C.

5 

6 Dated: February 5, 2021

7 Devon M. Lyon
8 Shafiel A. Karim

9 Attorneys for Plaintiff Aaron Machi, on behalf of
10 himself, the aggrieved employees, and the State of
11 California

EXHIBIT "A"

Premium.

This Restrictive Covenant Agreement ("Agreement") is made and entered by and between Premium Retail Services, Inc., a Missouri corporation

("Premium") and Aaron I Machi {"Employee"}.
(please print full name)

Background.

Premium and Employee are exploring the possibility of, or have engaged in, an employer-Employee relationship ("Relationship"). Employee's duties and position going forward will allow Employee access to training, trade secrets, confidential information, customer contacts and other business relationships developed by and/or maintained by Premium through the expenditure of substantial time, resources, and expertise, which Employee acknowledges are legitimate, protectable interests of Premium. As a condition of Premium entering into or continuing the Relationship, and in consideration of Premium's providing Employee with access to training, trade secrets, confidential information, and customer contacts and other business relationships in Employee's position, Premium desires to receive from Employee covenants restricting Employee's activities during the Relationship and following the termination of the Relationship. The execution of this Agreement by Employee is a material inducement for Premium to enter into, or continue, the Relationship on terms mutually agreed to by the parties, and without which Premium would not enter into, or continue, the Relationship.

Agreement.

In consideration of the foregoing, the promises and covenants set forth herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. ~~NON-SOLICITATION/ NON-COMPETITION.~~

- a. During the Relationship and for a period of two (2) years after termination of the Relationship, for any reason whatsoever, Employee shall not solicit, divert, take away or interfere with, or attempt to solicit, divert, take away or interfere with any Customers of Premium (as herein defined), directly or indirectly, whether for Employee's own account or as an employee, partner, officer, director, consultant or other role for another person or entity. For purposes of this Agreement, "Customers of Premium" shall mean (i) any person, association or business entity of any kind that is an existing customer of Premium or was a customer of Premium within the preceding two (2) years; and (ii) any potential customer with which Employee had contact, or in relation to which Employee participated in Premium's business planning, during the Relationship.
- b. During the Relationship and for a period of one (1) year after termination of the Relationship, for any reason whatsoever, Employee shall not, without the prior written consent of Premium, directly or indirectly, own, manage, operate, control, be employed by, seek employment with, perform services for, consult with, solicit business for, participate in, or be connected with the ownership, management, operation, or control of any Customers of Premium or any of Customer's related entities, or any successor in interest, including any 3rd Party Service Group providing services for any entity of a Customer. This subsection 1(b) shall NOT apply to Employee if his/her role for Premium is limited to serving as a part-time, non-dedicated (or syndicated or shared) merchandising representative.
- c. During the term of Employee's relationship with the Company and for a period of one (1) year from the voluntary or involuntary termination of Employee's relationship with the Company for any reason whatsoever, Employee shall not, either on his/her own account or for any person, firm, partnership, corporation, or other entity (i) solicit, recruit, contact, or endeavor to cause any employee, independent contractor, or consultant of the Company to terminate his/her relationship with the Company, (ii) induce or attempt to induce any such person to breach his/her employment, contractor or consulting agreement or other obligations with the Company; (iii) otherwise interfere with the Company's relationships with its employees, contractors and consultants, or (iv) hire, employ, engage, supervise or affiliate with any of the Company's employees, independent contractors, or consultants.

2. ~~CONFIDENTIALITY.~~

Employee agrees to preserve as confidential any and all information, material, documents and data related to the business activities of Premium and its Customers (including, but not limited to, business plans, financial data, customer lists and product information), that may be disclosed to, or received by, Employee from Premium, and information which is independently developed by Employee as a result of the Relationship (collectively the "Confidential

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Information"). Such Confidential Information shall not include information which is or becomes through no fault of Employee part of the public domain; which was already known to Employee at the time of disclosure as evidenced by written documents; or which was lawfully obtained by Employee from a third party outside of this Agreement. During the term of the Relationship and for a period of two (2) years thereafter, Employee: (i) shall hold the Confidential Information in trust and confidence for Premium and shall protect the Confidential Information with a commercially reasonable degree of care; (ii) shall not disclose, reveal, make accessible or make available to any person or entity any Confidential Information; (iii) shall only use the Confidential Information for the limited purpose of performing his/her duties pursuant to the Relationship and, in such performance, shall limit access to and disclosure of the Confidential Information to Premium Employees only; and (iv) shall never use or exploit any such Confidential Information for his/her own benefit or any other person's or entity's benefit. Notwithstanding the foregoing, Employee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Further, in any legal action alleging retaliation for reporting a suspected violation of law, Employee may disclose Premium's trade secrets to Employee's attorney and use the trade secret information in the court proceeding if Employee (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret, except pursuant to court order.

3. OWNERSHIP AND RETURN.

Employee acknowledges and agrees that all of the Confidential Information of Premium is and shall remain the sole and exclusive property of Premium, free of any and all claims of Employee. Any information, data or ideas created as a result of the Relationship or this Agreement that relate directly to Premium's business, products or services shall belong solely to Premium. Upon termination of the Relationship or an earlier request by Premium, Employee shall promptly return to Premium all Confidential Information and all equipment and tangible personal property of Premium entrusted to Employee or otherwise in Employee's possession or control.

4. REMEDIES.

In the event of any actual or threatened breach by Employee of any provision of this Agreement, Employee acknowledges that Premium will incur significant and irreparable damage for each such breach and that Premium has no adequate remedy at law for such breach. Therefore, Premium shall be entitled to injunctive relief immediately and permanently restraining Employee from such continuing and/or threatened breach. In addition, Employee shall be liable to Premium for any and all damages and other losses caused by any such breach. Any breach or threatened breach of this Agreement by Employee shall, at Premium's sole discretion, subject Employee to termination of employment. Even though employment of Employee by Premium may be terminated, the provisions of this Agreement shall remain in full force and effect. The rights and remedies of Premium hereunder shall not be mutually exclusive and the exercise of one or more rights or remedies provided for by this Agreement or by law, equity or otherwise shall not preclude Premium from exercising any other right or remedy. If a legal action or other proceeding is brought by Premium for enforcement of this Agreement and it prevails, Premium shall be entitled to recover reasonable attorney's fees, costs and expenses incurred, in addition to any other relief to which it may be entitled.

5. TOLLING OF RESTRICTIONS.

In the event of a violation by Employee of the restrictions in Paragraph 1 or 2, then the running of the applicable restricted period shall stop, or be "tolled," and will begin running again only when the Employee voluntarily and permanently ceases such violation or a court of competent jurisdiction enters a final order or judgment enforcing such covenant, whichever period is later. Employee and Premium agree that it is their intent to provide for a restricted period totaling the applicable duration provided in Paragraph 1 and 2, even if that period is not continuous due to a period (or periods) of violations by Employee.

6. SEVERABILITY AND REFORMATION.

The provisions of this Agreement are severable, and it is the intent and agreement of the parties that all of the terms and conditions hereof be enforced to the fullest extent permitted by law. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity or enforceability of any other provision herein. Should a determination be made by a court of competent jurisdiction or arbitrator that any provision of this Agreement is unreasonable in light of the circumstances as they then exist, then this Agreement shall be reformed and construed in such a manner as to impose only those restrictions on Employee that are reasonable in light of the circumstances as they then exist and as are necessary to assure Premium of this Agreement's intended benefit. If, in any judicial or arbitral proceeding, a court or arbitrator shall refuse

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to enforce all of the separate covenants included herein, then those covenants which, if eliminated, would permit the remaining separate covenants to be enforced in such proceeding, shall, for the purpose of such proceeding, be deemed eliminated from the provisions hereof.

7. NO EMPLOYMENT CONTRACT.

Employee acknowledges that this Agreement does not in any way, expressly or impliedly, create any obligation on either party to pursue, consummate or continue any employment relationship. Employee's Relationship with Premium is and shall be on an "at-will" basis, which means that Employee and Premium are each free to terminate the relationship at any time, with or without reason, and with or without notice. Nothing in this Agreement shall be deemed to alter Employee's at-will status.

8. CONSIDERATION.

Employee acknowledges and agrees that sufficient consideration has been provided to Employee for the restrictions in Paragraphs 1 and 2, including but not limited to employment or engagement by Premium, the compensation and benefits associated with that employment or engagement, training, and/or access or continued access to Premium's Customers and Company's Confidential Information (as defined above).

9. MISCELLANEOUS.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all negotiations, representations, prior discussions and preliminary agreements between the parties relating to the subject matter hereof. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Missouri. This Agreement shall inure to the benefit of, and bind, Employee and Premium, its successors and assigns. Any waiver by Premium of any breach of any kind or character whatsoever by Employee, whether such waiver be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement on the part of Employee. In addition, no course of dealing between the parties, nor any delay in exercising any rights or remedies of Premium, shall be construed as a waiver. All warranties, representations, indemnities, covenants and other agreements of the parties hereto shall survive the execution, delivery and termination of this Agreement and shall, notwithstanding the execution, delivery and termination of this Agreement, continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year in the signature line below.

EMPLOYEE: Aaron I Machi Electronically Signed By 7/29/2019
Signature
EMPLOYEE PRINTED NAME: Aaron I Machi

BY PREMIUM RETAIL SERVICES, INC.


Brian Travers
Chief Executive Officer


Kevin Travers
Chief Executive Officer

09/01/18

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EXHIBIT "B"

November 25, 2020

Labor & Workforce Development Agency
Attention: PAGA Administrator
151 Clay Street, Suite 801
Oakland, California 94612

VIA ELECTRONIC SUBMISSION ONLY

Re: Notice Of Aaron Machi's Claims Against Premium Retail Services, Inc. Under
Private Attorney General Act ("PAGA")(Cal. Lab. Code §§ 2698, et seq.)

Dear Sir or Madam:

This office and Lyon Legal, P.C. represent Aaron Machi ("Mr. Machi"), a former employee of Premium Retail Services, Inc.¹ ("Premium") from July 29, 2019 to October 2, 2020 ("Employment Period"). This letter is notice to the Labor Workforce Development Agency ("LWDA") and Premium of Mr. Machi's claims—on behalf of himself, the aggrieved workers, and the State of California—against Premium under Labor Code sections 2699.3 and 2699.5. If LWDA elects not to investigate Mr. Machi's claims, on behalf of himself, the aggrieved workers, and the State of California, he will seek civil penalties against Premium under Labor Code sections 432.5, 925, 1199, 2699, and Wage Order 7-2001.

1. Statement Of Facts

Premium is a corporation organized under the laws of the State of Missouri. Upon information and belief, Premium is not a foreign corporation registered with the California Secretary of State as required by Corporations Code sections 2105. Premium's principal place of business is located at 618 Spirit Drive, Suite 200, Chesterfield, Missouri 63005. Premium's agent for service of process is CSC Lawyers Incorporating Service Company located at 221 Bolivar Street, Jefferson City, Missouri 65101.

Premium is engaged in the sale of cell phones and other electronic devices and peripherals in Wal-Mart Stores, Inc. locations throughout the country. Upon information and

¹ Mr. Machi is unaware of the true names and capacities of all joint employers. Mr. Machi reserves the right to amend and will amend this Notice naming any unknown persons responsible for Labor Code violations after further investigation and discovery if/when their true names and capacities are ascertained. If a Court action is pending, Mr. Machi will ask the Court to relate any amendment of this Notice or any subsequently filed operative civil court complaint back to the date of filing of these charges. Accordingly, Mr. Machi demands Premium put any persons not named in this Notice who are responsible for Labor Code violations on notice immediately. If Premium identifies such unknown persons to Mr. Machi, this office will give notice to those responsible parties.

belief, Premium employs 10,300 employees nationwide. Mr. Machi is unaware of the total number of workers Premium employs in the State of California. However, considering Californians represent 12 percent of the national population, Mr. Machi is informed and believes Premium employs approximately 1,236 employees in the State of California.

On June 29, 2019, Premium hired Mr. Machi as a Sales Manager as an exempt employee and offered him a salary of \$50,000 per year.² As a condition of employment, Mr. Machi was required to execute a written instrument titled Restrictive Covenant Agreement ("Agreement"). The Agreement is an express and unambiguous non-solicitation and non-compete agreement. Exhibit "A" is a true and correct copy of the Agreement. The relevant portions of the Agreement state:

During the Relationship and for a period of two (2) years after termination of the Relationship, for any reason whatsoever, Employee shall not solicit, divert, take away or interfere with, or attempt to solicit, divert, take away or interfere with any Customers of Premium...directly or indirectly, whether for Employee's own account or as an employee, partner, officer, director, consultant or other role for another person or entity.

During the Relationship and for a period of one (1) year after termination of the Relationship, for any reason whatsoever, Employee shall not, without the prior written consent of Premium, directly or indirectly, own, manage, operate, control, be employed by, seek employment with, perform services for, consult with, solicit business for, participate in, or be connected with the ownership, management, operation, or control of any Customers of Premium or any of Customer's related entities, or any successor in interest, including any 3rd Party Service Group providing services for any entity of a Customer.

During the term of Employee's relationship with the Company and for a period one (1) year from the voluntary or involuntary termination of Employee's relationship with the Company for any reason whatsoever, Employee shall not, either on his/her own account or for any person, firm, partnership, corporation, or other entity (i) solicit, recruit, contact, or cause any employee, independent contractor, or consultant of the Company to terminate his/her relationship with the Company, (ii) induce or attempt to induce any such person to breach his/her employment, contractor or consulting agreement or other obligation with the Company, (iii) otherwise interfere with the Company's relationship with its employees, contractors and consultants, or (iv) hire, employ, engage, supervise or affiliate with any of the Company's employees, independent contractors, or consultants."

Agreement, ¶ 1.

² During the Employment Period, Premium paid Mr. Machi \$24.0385 per hour for 80 hours each pay period, which equates to \$50,000.08 per year.

Mr. Machi is informed and believes all of Premiums approximately 1,236 aggrieved workers were required to sign similar or identical written non-solicitation and non-agreements during the Employment Period.

On October 2, 2020, Premium terminated Mr. Machi's employment.

2. Premium's Labor Code Violations

a. Premium Required Mr. Machi And The Aggrieved Employees To Sign The Agreement During The Employment Period In Violation Of Law

In California, "[n]o employer, or agent, manager, superintended, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." Cal. Lab. Code § 432.5; Cal. DLSE Manual § 21.5. "Every person is charged with the responsibility of knowing the law; thus, it is not a defense for an employer to contend that they had not read or were unaware of the law." Cal. DLSE Manual § 21.5.1. Moreover, "[a]n employer shall not require an employee who primarily resides and works in California, as a condition of employment, to agree to a provision that would...[d]eprive the employee of the substantive protection of California law...." Cal. Lab. Code § 925.

Similarly, in California, "every contract by which anyone is restrained from engaging in a lawful profession, trade, or business of any kind is to that extent void." Cal. Bus. Prof. Code § 16600. It is well-settled that non-compete agreements are illegal as a matter of law in the State of California. *See, e.g., Edwards v. Arthur Andersen LLP* (2008) 44 Cal. 4th 937, 942. In addition to making non-compete agreements illegal, section 16600 also makes non-solicitation agreements illegal. *AMN Healthcare, Inc. v. Aya Healthcare Services, Inc.* (2018) 28 Cal. App. 5th 923, 936.

As a condition of its offer of employment, Premium required Mr. Machi to sign the Agreement, which contains express and unambiguous non-compete language that facially Business and Professions Code section 16600. Specifically, the Agreement prohibits Mr. Machi from "solicit[ing], divert[ing], tak[ing] away or interfer[ing] with, or attempt[ing] to solicit, divert, take away or interfere with any Customers of Premium...directly or indirectly...." two years after employment. Agreement, ¶ 1.a. The Agreement also prohibits Mr. Machi from "directly or indirectly, own, manage, operate, control, be employed by, seek employment with, perform services for, consult with, solicit business for, participate in, or be connected with the ownership, management, operation, or control of any Customers of Premium...." one year after employment." Agreement, ¶ 1.b. Both provisions are a restraint on Mr. Machi's lawful profession, trade, and business as a matter of law.

The Agreement further prohibited Mr. Machi from "solicit[ing], recruit[ing], contact[ing], or caus[ing] any employee, independent contractor, or consultant of...[Premium] to terminate his/her relationship with the Company" with the aim of competing with Premium. Agreement, ¶ 1.c. Paragraph 1.c. of the Agreement also prohibits Mr. Machi from "induc[ing] or attempt[ing]

to induce any such person to breach his/her employment, contractor or consulting agreement or other obligation with the Company" as well as "interfer[ing] with...[Premium]'s relationship with its employees, contractors and consultants, or...hire, employ, engage, supervise or affiliate with any of...[Premium]'s employees, independent contractors, or consultants." Agreement, ¶ 1.c. Together, these express and unambiguous contract provisions restrain Mr. Machi's lawful profession, trade, and business as a matter of law.

By requiring Mr. Machi to sign the Agreement as a condition of employment, Premium violated Business and Professions Code section 16600. That violation was a predicate violation of Labor Code section 432.5 because the Agreement's non-compete and non-solicitation provisions were and are "prohibited by law." Similarly, Premium's predicate violation of Business and Professions Code section 16600 also violated Labor Code section 925 because it deprived Mr. Machi "of the substantive protection of California law."

Upon information and belief, Premium required the approximately 1,236 aggrieved workers to sign similar or identical written non-compete and non-solicitation instruments that facially violate Business and Professions Code section 16600, and thus Labor Code sections 432.5 and 925.

b. Derivative Labor Code Violations

i. Labor Code § 1199

Any violation of the Labor Code is a misdemeanor and permits an attorney general to recover a civil penalty of \$100 for each violation. Cal. Lab. Code § 1199. Premium violated Labor Code section 432.5 and 925 when it required Mr. Machi to sign the Agreement on July 29, 2020. Mr. Machi is informed and believes Premium required all 1,236 aggrieved workers to sign a non-compete and non-solicitation agreement. Since the Agreement violates Labor Code sections 432.5 and 925, Premium committed two misdemeanors per aggrieved worker. Thus, Premium is liable to pay Mr. Machi, the aggrieved workers, and the State of California civil penalties of \$247,200 under section 1199.

ii. Labor Code § 2699(f)(2)

In addition to section 1199, PAGA imposes a separate civil penalty of \$100 per employee for the first Labor Code violation and \$200 for each subsequent violation of the same Labor Code section. Cal. Lab. Code § 2699(f)(2). Mr. Machi is informed and believes Premium required all 1,236 aggrieved workers to sign a non-compete and non-solicitation agreement. Since the Agreement violates Labor Code sections 432.5 and 925, Premium committed two misdemeanors per aggrieved worker. Thus, Premium is liable to pay Mr. Machi, the aggrieved workers, and the State of California civil penalties of \$247,200 under section 2699(f)(2).

iii. Reasonable Attorney's Fees And Costs

Employees, aggrieved workers, and the State of California are entitled to recover

reasonable attorney's fees and costs if they prevail in recovering civil penalties under the Labor Code. Cal. Lab. Code § 2699(g). On behalf of himself, the aggrieved employees, and the State of California, Mr. Machi will seek to recover reasonable attorney's fees and costs from Premium.

3. Conclusion

Please review Mr. Machi's notice and act against Premium as soon as possible. If LWDA declines to act against Premium, please notify me and Lyon Legal, P.C., 2698 Junipero Avenue, Suite 201A, Signal Hill, California 90755, so that Mr. Machi may seek civil penalties, reasonable attorney's fees and costs, and all other relief recoverable under PAGA on behalf of himself, the aggrieved employees, and the State of California.

Sincerely,

LAW OFFICE OF SHAFIEL A. KARIM, P.C.



Shafiel A. Karim
Attorney at Law

cc: Premium Retail Services, Inc. (via Certified Mail, Return Receipt Requested)
Attention: Legal Department
618 Spirit Drive, Suite 200
Chesterfield, Missouri 63005

Premium Retail Services, Inc. (via Certified Mail, Return Receipt Requested)
c/o CSC Lawyers Incorporating Service Company
221 Bolivar Street
Jefferson City, Missouri 65101

Poline A. Pourmorady, Esq. (via email only)
Paul, Plevin Sullivan & Connaughton LLP
101 West Broadway, Ninth Floor
San Diego, California 92101-8285

Devon M. Lyon, Esq. (via email only)
Lyon Legal, P.C.
2698 Junipero Avenue, Suite 201A
Signal Hill, California 90755

Aaron Machi (via email only)

File No. 2130.00001

EXHIBIT "A"

Premium.

This Restrictive Covenant Agreement ("Agreement") is made and entered by and between Premium Retail Services, Inc., a Missouri corporation

("Premium") and Aaron I Machi ("Employee").
(please print full name)

Background.

Premium and Employee are exploring the possibility of, or have engaged in, an employer-Employee relationship ("Relationship"). Employee's duties and position going forward will allow Employee access to training, trade secrets, confidential information, customer contacts and other business relationships developed by and/or maintained by Premium through the expenditure of substantial time, resources, and expertise, which Employee acknowledges are legitimate, protectable interests of Premium. As a condition of Premium entering into or continuing the Relationship, and in consideration of Premium's providing Employee with access to training, trade secrets, confidential information, and customer contacts and other business relationships in Employee's position, Premium desires to receive from Employee covenants restricting Employee's activities during the Relationship and following the termination of the Relationship. The execution of this Agreement by Employee is a material inducement for Premium to enter into, or continue, the Relationship on terms mutually agreed to by the parties, and without which Premium would not enter into, or continue, the Relationship.

Agreement.

In consideration of the foregoing, the promises and covenants set forth herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. ~~NON-SOLICITATION/ NON-COMPETITION.~~

- a. During the Relationship and for a period of two (2) years after termination of the Relationship, for any reason whatsoever, Employee shall not solicit, divert, take away or interfere with, or attempt to solicit, divert, take away or interfere with any Customers of Premium (as herein defined), directly or indirectly, whether for Employee's own account or as an employee, partner, officer, director, consultant or other role for another person or entity. For purposes of this Agreement, "Customers of Premium" shall mean (i) any person, association or business entity of any kind that is an existing customer of Premium or was a customer of Premium within the preceding two (2) years; and (ii) any potential customer with which Employee had contact, or in relation to which Employee participated in Premium's business planning, during the Relationship.
- b. During the Relationship and for a period of one (1) year after termination of the Relationship, for any reason whatsoever, Employee shall not, without the prior written consent of Premium, directly or indirectly, own, manage, operate, control, be employed by, seek employment with, perform services for, consult with, solicit business for, participate in, or be connected with the ownership, management, operation, or control of any Customers of Premium or any of Customer's related entities, or any successor in interest, including any 3rd Party Service Group providing services for any entity of a Customer. This subsection 1(b) shall NOT apply to Employee if his/her role for Premium is limited to serving as a part-time, non-dedicated (or syndicated or shared) merchandising representative.
- c. During the term of Employee's relationship with the Company and for a period of one (1) year from the voluntary or involuntary termination of Employee's relationship with the Company for any reason whatsoever, Employee shall not, either on his/her own account or for any person, firm, partnership, corporation, or other entity (i) solicit, recruit, contact, or endeavor to cause any employee, independent contractor, or consultant of the Company to terminate his/her relationship with the Company, (ii) induce or attempt to induce any such person to breach his/her employment, contractor or consulting agreement or other obligations with the Company; (iii) otherwise interfere with the Company's relationships with its employees, contractors and consultants, or (iv) hire, employ, engage, supervise or affiliate with any of the Company's employees, independent contractors, or consultants.

2. ~~CONFIDENTIALITY.~~

Employee agrees to preserve as confidential any and all information, material, documents and data related to the business activities of Premium and its Customers (including, but not limited to, business plans, financial data, customer lists and product information), that may be disclosed to, or received by, Employee from Premium, and information which is independently developed by Employee as a result of the Relationship (collectively the "Confidential

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Information"). Such Confidential Information shall not include information which is or becomes through no fault of Employee part of the public domain; which was already known to Employee at the time of disclosure as evidenced by written documents; or which was lawfully obtained by Employee from a third party outside of this Agreement. During the term of the Relationship and for a period of two (2) years thereafter, Employee: (i) shall hold the Confidential Information in trust and confidence for Premium and shall protect the Confidential Information with a commercially reasonable degree of care; (ii) shall not disclose, reveal, make accessible or make available to any person or entity any Confidential Information; (iii) shall only use the Confidential Information for the limited purpose of performing his/her duties pursuant to the Relationship and, in such performance, shall limit access to and disclosure of the Confidential Information to Premium Employees only; and (iv) shall never use or exploit any such Confidential Information for his/her own benefit or any other person's or entity's benefit. Notwithstanding the foregoing, Employee shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Further, in any legal action alleging retaliation for reporting a suspected violation of law, Employee may disclose Premium's trade secrets to Employee's attorney and use the trade secret information in the court proceeding if Employee (a) files any document containing the trade secret under seal; and (b) does not disclose the trade secret, except pursuant to court order.

3. OWNERSHIP AND RETURN.

Employee acknowledges and agrees that all of the Confidential Information of Premium is and shall remain the sole and exclusive property of Premium, free of any and all claims of Employee. Any information, data or ideas created as a result of the Relationship or this Agreement that relate directly to Premium's business, products or services shall belong solely to Premium. Upon termination of the Relationship or an earlier request by Premium, Employee shall promptly return to Premium all Confidential Information and all equipment and tangible personal property of Premium entrusted to Employee or otherwise in Employee's possession or control.

4. REMEDIES.

In the event of any actual or threatened breach by Employee of any provision of this Agreement, Employee acknowledges that Premium will incur significant and irreparable damage for each such breach and that Premium has no adequate remedy at law for such breach. Therefore, Premium shall be entitled to injunctive relief immediately and permanently restraining Employee from such continuing and/or threatened breach. In addition, Employee shall be liable to Premium for any and all damages and other losses caused by any such breach. Any breach or threatened breach of this Agreement by Employee shall, at Premium's sole discretion, subject Employee to termination of employment. Even though employment of Employee by Premium may be terminated, the provisions of this Agreement shall remain in full force and effect. The rights and remedies of Premium hereunder shall not be mutually exclusive and the exercise of one or more rights or remedies provided for by this Agreement or by law, equity or otherwise shall not preclude Premium from exercising any other right or remedy. If a legal action or other proceeding is brought by Premium for enforcement of this Agreement and it prevails, Premium shall be entitled to recover reasonable attorney's fees, costs and expenses incurred, in addition to any other relief to which it may be entitled.

5. TOLLING OF RESTRICTIONS.

In the event of a violation by Employee of the restrictions in Paragraph 1 or 2, then the running of the applicable restricted period shall stop, or be "tolled," and will begin running again only when the Employee voluntarily and permanently ceases such violation or a court of competent jurisdiction enters a final order or judgment enforcing such covenant, whichever period is later. Employee and Premium agree that it is their intent to provide for a restricted period totaling the applicable duration provided in Paragraph 1 and 2, even if that period is not continuous due to a period (or periods) of violations by Employee.

6. SEVERABILITY AND REFORMATION.

The provisions of this Agreement are severable, and it is the intent and agreement of the parties that all of the terms and conditions hereof be enforced to the fullest extent permitted by law. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity or enforceability of any other provision herein. Should a determination be made by a court of competent jurisdiction or arbitrator that any provision of this Agreement is unreasonable in light of the circumstances as they then exist, then this Agreement shall be reformed and construed in such a manner as to impose only those restrictions on Employee that are reasonable in light of the circumstances as they then exist and as are necessary to assure Premium of this Agreement's intended benefit. If, in any judicial or arbitral proceeding, a court or arbitrator shall refuse

09/01/18

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to enforce all of the separate covenants included herein, then those covenants which, if eliminated, would permit the remaining separate covenants to be enforced in such proceeding, shall, for the purpose of such proceeding, be deemed eliminated from the provisions hereof.

7. NO EMPLOYMENT CONTRACT.

Employee acknowledges that this Agreement does not in any way, expressly or impliedly, create any obligation on either party to pursue, consummate or continue any employment relationship. Employee's Relationship with Premium is and shall be on an "at-will" basis, which means that Employee and Premium are each free to terminate the relationship at any time, with or without reason, and with or without notice. Nothing in this Agreement shall be deemed to alter Employee's at-will status.

8. CONSIDERATION.

Employee acknowledges and agrees that sufficient consideration has been provided to Employee for the restrictions in Paragraphs 1 and 2, including but not limited to employment or engagement by Premium, the compensation and benefits associated with that employment or engagement, training, and/or access or continued access to Premium's Customers and Company's Confidential Information (as defined above).

9. MISCELLANEOUS.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all negotiations, representations, prior discussions and preliminary agreements between the parties relating to the subject matter hereof. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Missouri. This Agreement shall inure to the benefit of, and bind, Employee and Premium, its successors and assigns. Any waiver by Premium of any breach of any kind or character whatsoever by Employee, whether such waiver be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement on the part of Employee. In addition, no course of dealing between the parties, nor any delay in exercising any rights or remedies of Premium, shall be construed as a waiver. All warranties, representations, indemnities, covenants and other agreements of the parties hereto shall survive the execution, delivery and termination of this Agreement and shall, notwithstanding the execution, delivery and termination of this Agreement, continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year in the signature line below.

EMPLOYEE: Aaron I Machi Electronically Signed By 7/29/2019
Signature
EMPLOYEE PRINTED NAME: Aaron I Machi

BY PREMIUM RETAIL SERVICES, INC.


Brian Travers
Chief Executive Officer


Kevin Travers
Chief Executive Officer

09/01/18

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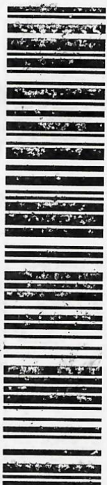
S|K

LAW OFFICE OF

SHAFIEL A. KARIM, P.C.

2698 JUNIPERO AVE., STE. 201A
SIGNAL HILL, CA 90755

CERTIFIED MAIL



9414 8118 9956 4726 1047 51

PS Form 3800 6/02

Premium Retail Services, Inc.
Attention: Legal Department
618 Spirit Drive, Suite 200
Chesterfield, Missouri 63005\$5.900
US POSTAGE
FIRST-CLASS
FROM 90755
11/25/2020
stamps
endicia

062S0009838315

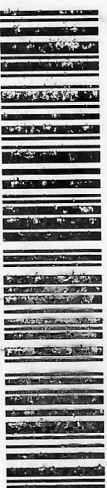
S|K

LAW OFFICE OF

SHAFIEL A. KARIM, P.C.

2698 JUNIPERO AVE., STE. 201A
SIGNAL HILL, CA 90755

CERTIFIED MAIL



9414 8118 9956 4726 4367 15

PS Form 3800 6/02

Premium Retail Services, Inc.
c/o CSC Lawyers Incorporating Service Company
221 Bolivar Street
Jefferson City, Missouri 65101\$5.900
US POSTAGE
FIRST-CLASS
FROM 90755
11/25/2020
stamps
endicia

062S0009838315

Each sheet can be used for one Certified Mail piece, which can be sent without Physical Return Receipt Service (Option **A**) or with Physical Return Receipt Service (Option **B**).

A

Certified Mail

WITHOUT Physical Return
Receipt Service

(No Return Receipt Card)

Instructions

1. Apply this label to the TOP EDGE of the mailpiece.
2. Apply address label below to the CENTER of the mailpiece.
3. Peel the Certified Mail label below and fold it over your envelope, just above the postage so that it covers the existing Certified Mail marking.

Delivery Address
when used with **A**
or Return Address
when used with **B**

← Fold and Tear →

B

Certified Mail

WITH Physical Return
Receipt Service

(Uses Return Receipt Card)
Instructions

1. Apply address label above to the back of this card.
2. Apply this card to the TOP EDGE of the mailpiece.
3. Peel the Certified Mail label above and fold it over your envelope, just above the postage so that it covers the existing Certified Mail marking.

Premium Retail Services, Inc.
c/o CSC Lawyers Inc. Service
221 Bolivar St.
Jefferson City MO 65101-1572

TIWV DEHILREO
CERTIFIED MAIL

CERTIFIED MAIL

VOID

Shafiel A. Karim, Esq.
Law Office of Shafiel A. Karim PC
2698 Junipero Avenue
Suite 201A
Signal Hill CA 90755

OUTBOUND TRACKING NUMBER
9414 8118 9956 4726 4367 15

FEES

Postage per piece \$2.350
Certified Fee \$3.550
Total Postage & Fees: \$5.900

ARTICLE ADDRESS TO:

Premium Retail Services, Inc.
c/o CSC Lawyers Inc. Service
221 Bolivar St.
Jefferson City MO 65101-1572

Postmark
Here

SENDER: COMPLETE THIS SECTION

- Ensure items 1, 2, and 3 are completed.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

2. Article Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature: (☐ Addressee or ☐ Agent)

X

B. Received By: (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes ☒ No

3. Service Type

U.S. Postal Service
Certified Mail Receipt

CERTIFIED MAIL

stamps
.com®

★ 1-UP Laser Form ★
★ USA CMF - 134 10/19★

Certified Mail Labels (SDC-3930)

Covered by and/or for use with U.S. Patents 6,244,763; 6,868,406; 7,216,110; 7,236,956; 7,236,970; 7,490,065; 7,567,940; 7,613,639; 7,743,043; 7,882,094; 8,027,926; 8,027,935; 8,041,644; 8,046,823; 8,103,647; 8,195,579; 8,301,572; 8,392,391; 8,498,943 and 8,843,464.

Shafiel A. Karim, Esq.
Law Office of Shafiel A. Karim, PC
2698 Junipero Avenue
Suite 201A
Signal Hill CA 90755

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Top of the page

71W 0A111R33
CERTIFIED MAIL

CERTIFIED MAIL

VOID

A

Certified Mail
WITHOUT Physical Return
Receipt Service

(No Return Receipt Card)

Instructions

1. Apply this label to the TOP EDGE of the mailpiece.
2. Apply address label below to the CENTER of the mailpiece.
3. Peel the Certified Mail label below and fold it over your envelope, just above the postage so that it covers the existing Certified Mail marking.

Delivery Address
when used with A
or Return Address
when used with B

Premium Retail Services, Inc.
Attn: Legal Dept.
618 Spirit Dr., Ste. 200
Chesterfield MO 63005-1258

← Fold and Tear →

B

Certified Mail
WITH Physical Return
Receipt Service

(Uses Return Receipt Card)

Instructions

1. Apply address label above to the back of this card.
2. Apply this card to the TOP EDGE of the mailpiece.
3. Peel the Certified Mail label above and fold it over your envelope, just above the postage so that it covers the existing Certified Mail marking.

Certified Mail Labels (SDC-3930)

Covered by and/or for use with U.S. Patents 6,244,763; 6,868,406; 7,216,110; 7,236,956; 7,236,970; 7,490,065; 7,567,940; 7,613,639; 7,743,043; 7,882,094; 8,027,927; 8,027,935; 8,041,644; 8,046,823; 8,103,647; 8,195,579; 8,301,572; 8,392,391; 8,498,943 and 8,843,464.

U.S. Postal Service

Certified Mail Receipt

OUTBOUND TRACKING NUMBER
9414 8118 9956 4726 1047 51

FEES
Postage per piece \$2.350
Certified Fee \$3.550
Total Postage & Fees: \$5.900

ARTICLE ADDRESS TO:

Premium Retail Services, Inc.
Attn: Legal Dept.
618 Spirit Dr., Ste. 200
Chesterfield MO 63005-1258

Postmark
Here

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

- Ensure items 1, 2, and 3 are completed.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

A. Signature: (☐ Addressee or ☐ Agent)
X
B. Received By: (Printed Name)
C. Date of Delivery

D. Is delivery address different from item 1? If YES, enter delivery address below:

Yes ☐ No ☒

3. Service Type

2. Article Number (Transfer from service label)

stamps.com

* 1-UP Laser Form *
USA CMF - 134 10/19

PS Form 3811 Facsimile, July 2015 (SDC 3930)

Domestic Return Receipt

EXHIBIT "C"



Shafiel Karim <shafiel@skarimlaw.com>

State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

1 message

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "shafiel@skarimlaw.com" <shafiel@skarimlaw.com>

Wed, Nov 25, 2020 at 10:15 AM

Thank you for your payment.

Order Information
Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-813683-20
Order Number: ORD-000089224
Total:\$75.00
Card Type: Visa
Date: 11/25/2020

Billing Information
Name: Shafiel Karim
Email: shafiel@skarimlaw.com
Billing Address:
2698 Junipero Ave., Ste. 201A
Signal Hill, California
90755