

PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.)
SETTLEMENT AGREEMENT

Alexis Grajeda Garcia v. Western Oilfields Supply Company dba Rain for Rent
Kern County Superior Court
Case Number BCV-21-101746

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, that the settlement of this action with respect to all claims brought in a representative capacity pursuant to the Private Attorneys General Act (“PAGA”) (Labor Code § 2698 *et seq.*) shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or elsewhere in this PAGA Settlement Agreement (“Agreement”).

This Agreement is made by and between Defendant Western Oilfields Supply Company dba Rain for Rent (“Defendant” or “Rain for Rent”), Plaintiff Alexis Grajeda Garcia (“Plaintiff”), for himself, PAGA Members (defined below), on behalf of the State of California, and the law firms defined below as “Plaintiff’s Counsel” and “Defense Counsel.” (Defendant, Plaintiff and PAGA Members, as defined herein, are sometimes collectively referred to as the “Parties.”) This Agreement shall be effective upon the last date upon which it is signed by the Parties.

The Parties agree that all representative claims brought pursuant to PAGA in Kern County Superior Court case number BCV-21-101746 (the “Litigation” or “Action”) shall be, and hereby are, ended, settled, resolved, and concluded by agreement of Defendant to pay the sum of Two Hundred Fourteen Thousand Nine Hundred Eighty Dollars (\$214,980.00) (hereinafter referred to as the “Maximum Settlement Amount”) for settlement of the PAGA claims and penalties sought in the Litigation, which shall be inclusive of Plaintiff’s Counsel attorneys’ fees and costs in connection with this Agreement and a general release payment to Plaintiff. The Parties further agree that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission of liability.

Article I.

Definitions.

Section 1.01 Definitions.

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- (a) “Complaint” means the operative Complaint filed by Plaintiff on or about July 29, 2021 which asserts claims under PAGA predicated on underlying violations of Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 512, and 558.
- (b) “Court” means the Superior Court for the State of California, County of Kern.

- (c) “Defense Counsel” or “Counsel for Defendant” is:

Frank M. Liberatore, Esq.
JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2500
Los Angeles, CA 90017

- (d) “Effective Date” means the date the appeals period expires after the final Court approval of the Settlement, or, if an appeal is filed, the day after the settlement has been upheld on appeal or any appeal has been denied or withdrawn.
- (e) “PAGA Members” means all current and former non-exempt employees who worked at least one pay period for Rain for Rent in California at any time during the PAGA Period. Rain for Rent estimates that there are approximately 268 such employees who worked an estimated total of 17,915 pay periods between June 8, 2020 and March 15, 2022.
- (f) “PAGA Period” means the time period of June 8, 2020 through the date the Court enters an order granting approval of this PAGA settlement and dismisses the Action with prejudice.
- (g) “Plaintiff’s Counsel” is:

Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
GAINES & GAINES, APLC
4550 East Thousand Oaks Boulevard, Suite 100
Westlake Village, California 91362

Article II.

Background.

Section 2.01 Background.

- (a) On July 29, 2021, Plaintiff filed a complaint in the Superior Court of the State of California for the County of Kern, entitled *Alexis Grajeda Garcia v. Western Oilfields Supply Company*, Case No. BCV-21-101746. The Litigation is brought by Alexis Grajeda Garcia, on behalf of himself, the State of California and other aggrieved employees, as a single representative cause of action pursuant to the Private Attorneys General Act of 2004 (Cal. Labor Code § 2698 *et seq.*) based on alleged violations of Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 512, and 558 premised on Defendant’s alleged failure to provide all meal and rest periods or premium compensation in lieu thereof, timely pay all wages due upon separation of employment, and issue complete and accurate wage statements.
- (b) Through this litigation, the Parties have engaged in basic informal discovery to determine the total number of aggrieved employees and implicated pay periods at issue and a review of the pertinent policies and procedures. The Parties reached this PAGA Settlement only

after such discovery and investigation was performed, following a mediation with Scott Markus on April 5, 2022.

- (c) This PAGA Settlement contemplates the entry of an order by the Court approving the payment allocated for settlement of the PAGA claims and dismissing the Action with prejudice.

Article III.

Approval and Implementation of Settlement.

Section 3.01 Cooperation.

The Parties will cooperate in obtaining, through a stipulation and order, or an unopposed motion, if required, an Order from the Court approving the payment of the Maximum Settlement Amount as described in this Agreement at the earliest possible date. Concurrently with the submission of this Agreement to the Court, Plaintiff shall submit it to the LWDA as required by PAGA. The Parties agree to use their best efforts to expedite the preparation and submission of the settlement documents. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to, the approval and implementation of the payment of the Maximum Settlement Amount as described in this Agreement.

Plaintiff will prepare and file a stipulation and order, or motion if necessary, with the Court requesting Approval of the PAGA Settlement and dismissal of the Action with prejudice.

The Court's approval of the payment of the Maximum Settlement Amount as described in this Agreement shall be embodied in a written Order, which shall be transmitted to the LWDA promptly upon entry, as required by PAGA. Should the Court not grant approval of the payment of the Maximum Settlement Amount as described in this Agreement or decline to dismiss the Action, the Parties agree to work cooperative together to renegotiate the terms of any settlement within 60 days of the first date the Court fails to approve the settlement. Should Court approval of a settlement still not occur within 60 days after any such renegotiation, then any settlement and agreement including this Agreement shall be null and void and have no further effect, all sums paid by Defendant, if any, shall be promptly returned to it, and the Parties revert to their previous positions and Defendant will contend that a representative action is not appropriate.

Section 3.02 Settlement Payment Procedures.

(a) Payment of Maximum Settlement Amount and Notice to PAGA Members.

- (1) Defendant agrees to pay a total amount of Two Hundred Fourteen Thousand Nine Hundred Eighty Dollars (\$214,980.00) to settle this matter. This amount, *i.e.*, the Maximum Settlement Amount, shall cover, resolve, and fully satisfy any and all amounts owed to Plaintiff, the PAGA Members, the State of California, and Plaintiff's Counsel, including all amounts allocated to attorneys' fees and costs, in settlement of all claims

asserted in the Complaint, or that could have been asserted in the Complaint, by Plaintiff, on behalf of himself and the Aggrieved Employees. The Parties agree that there are no circumstances that would require Defendant to pay any amount greater than the Maximum Settlement Amount in connection with this Agreement unless the escalator clause in paragraph 6.16 herein is invoked. In the event that this Agreement is canceled, rescinded, terminated, voided or nullified, however that may occur as permitted herein, or the settlement is barred by operation of law, invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendant shall have no obligation to pay any of the Maximum Settlement Amount and the Parties' respective positions shall be restored to positions prior to mediation. Further, in that event, nothing in this Agreement, the negotiations leading to this settlement, nor any papers prepared in connection with this Agreement shall be admissible in any proceeding for any purpose whatsoever.

- (2) The "Net Settlement Amount" shall be calculated by deducting from the Maximum Settlement Amount up to \$75,243 for the payment of Plaintiff's Counsel's fees, up to \$10,000 for the payment of Plaintiff's Counsel's costs, up to \$15,000 to Plaintiff as a general release payment, and up to \$10,000 to compensate the parties' chosen Settlement Administrator. The Net Settlement Amount will be comprised of approximately \$104,737. Seventy-five percent (75%) of the Net Settlement Amount, or approximately \$78,552.75, shall be distributed to the State of California Labor and Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%) of the Net Settlement Amount, or approximately \$26,184.25, shall be distributed to the PAGA Members.
- (3) The twenty-five percent (25%) of the Net Settlement Amount to be distributed to the PAGA Members will be divided by the total number of pay periods worked by all of them in California during the PAGA Period to yield the Pay Period Value. Each PAGA Member will be paid an amount equal to their individual number of pay periods worked in California during the PAGA Period multiplied by the Pay Period Value.
- (4) Defendant shall pay the Maximum Settlement Amount within five (5) business days after the Effective Date.
- (5) Defendant will provide the Settlement Administrator with a confidential list of the names, phone numbers, social security numbers, and addresses of the PAGA Members, together with the number of their individual pay periods, within five (5) business days after the Effective Date. This information will be provided confidentially to the Settlement Administrator only, and the Settlement Administrator will treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of such information. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Agreement.
- (6) No later than fifteen (15) business days after the Effective Date, the Settlement Administrator shall transmit the Notice of PAGA Settlement (attached hereto as Exhibit "A"), together with settlement checks containing their individual settlement amounts, with no claims process required, to all PAGA Members by first-class United States mail, postage prepaid, to the last known address of each recipient with directions to the

Postmaster to forward the Notice of PAGA Settlement and return all undeliverable Notices. Attorneys' fees, costs, and the general release payment to Plaintiff shall also be disbursed no later than fifteen (15) business days after the Effective Date.

- (7) For each settlement check and Notice of PAGA Settlement that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the PAGA Member by using an address refresher database. The value of checks uncashed more than 180 days after issuance shall be paid to the Office of the California State Controller – Unclaimed Property Fund, to be held in the name of the respective PAGA Member.
- (8) 100% of the Maximum Settlement Amount is considered penalties and will not be subject to local, state or federal tax withholdings. All recipients of payments under this Agreement have their payments reported on an IRS Form 1099. The Settlement Administrator shall issue IRS Form 1099s (if required) to the PAGA Members.

Article IV.

Limitations On Use Of This Settlement.

Section 4.01 No Admission.

This Agreement and compliance with this Agreement shall not be construed as an admission by Defendant of any liability whatsoever, or as an admission by Defendant of any violations of Plaintiff's or PAGA Members' rights, violation of any order, law, statute, duty or contract whatsoever. Defendant specifically disclaims any liability to Plaintiff or any other allegedly aggrieved employee for any alleged violation of his/her rights, or for any alleged violation of any order, law, statute, duty or contract. Defendant further denies that, for any purpose other than settling these matters, that this action is appropriate for representative treatment.

Section 4.02 Non-Evidentiary Use.

Neither this Agreement, nor any of its terms, nor any of the negotiations connected with it or proceedings relating to this Agreement, payouts or anything else associated with it, shall be offered or used as evidence by any of the Parties, or their respective counsel in the Litigation or in any other action or proceeding, including to establish any liability or admission on the part of Defendant or any Released Parties or to establish the existence of any condition constituting a violation of, or noncompliance with, federal, state, local or other applicable law; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it or proceedings relating to this Agreement, payouts or other events associated with it, shall be construed as an admission or concession by Defendant or any Released Parties or establishment of any such violation(s) or failure(s) to comply with any applicable law. Defendant specifically retains the right to defend, on the merits, against any non-settled claims brought by any PAGA Members.

Section 4.03 Nullification.

Invalidation of any material provision of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

Article V.

Release and Waiver of Claims.

Section 5.01 Limited Release By PAGA Members.

Upon the Effective Date and subject to Defendant's full payment of the Maximum Settlement Amount, Plaintiff, on behalf of himself, his heirs, executors, and assigns, the PAGA Members, and the State of California, fully releases and discharges Defendant Western Oilfields Supply Company dba Rain for Rent and its former, present and future owners, parents, and subsidiaries, and all of their current, former and future spouse(s), children, officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, successors, assigns, accountants, insurers, or legal representatives (collectively, "Released Parties") to the full extent permitted by law, of and from the Action and from any and all claims asserted in the Complaint for civil penalties under PAGA, as well as any interest, fees, and costs available under PAGA based on the factual allegations in the Complaint and in Garcia's May 26, 2021 LWDA letter, and all PAGA claims that could have been alleged based on the factual allegations contained collectively therein, including, but not limited to (1) failure to provide proper meal periods; (2) failure to authorize and permit rest periods; and (3) failure to furnish accurate wage statements; (4) failure to timely pay final wages; and (5) for alleged violations of California Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 512, and 558 ("Released Claims") that accrued during the PAGA Period.

Section 5.02 General Release by Plaintiff Garcia.

Upon the Effective Date and subject to Defendant's full payment of the Maximum Settlement Amount, Plaintiff shall be deemed to have fully, finally, and forever released the Released Parties from any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against the Released Parties, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, whether known or unknown, and whether anticipated or unanticipated, including unknown claims covered by Civil Code Section 1542, arising through the date of his signature hereon, for any type of relief, including, without limitation, claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief. These claims include, but are not limited to, the Released Claims, as well as any other claims under any provision of the California Labor Code or any applicable California Industrial Welfare Commission Wage Orders, and claims under local, state, or federal discrimination statutes, including, without limitation, the California Fair Employment and Housing Act, California Government Code §§ 12940 *et seq.*; the Unruh Civil Rights Act, California Civil Code §§ 51 *et seq.*; the California

Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000 *et seq.*; the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*; the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 *et seq.*; and all of their implementing regulations and interpretive guidelines. With respect to these Released Claims as described in this Section, Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits he may otherwise have had pursuant to Section 1542 of the California Civil Code, which provides as follows:

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

Notwithstanding Section 1542, Plaintiff understands and agrees that this Agreement shall act as a release of all future claims that may arise from Plaintiff's employment or separation from employment with Defendant, or any other matters that existed between Plaintiff and the Released Parties up to the date of this Agreement, whether such claims are currently known or unknown, and that Plaintiff intentionally waives any rights he may have under the provisions of Section 1542, as well as under any other statutes or common law principles of similar effect in the State of California or in any other state.

Article VI.

Miscellaneous Provisions.

Section 5.02 Voluntariness.

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

Section 5.03 Amendments.

The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by the Plaintiff, Plaintiff's Counsel, Defendant and Defense Counsel who executed this Agreement and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

Section 5.04 Assignment.

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, PAGA Members, Plaintiff's Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, and shall not be construed to confer any right or

to avail any remedy to any other person. Plaintiff expressly warrants that he has not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

Section 5.05 Governing Law.

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

Section 5.06 Entire Agreement.

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings among the Parties hereto with respect to the settlement of the Litigation.

Section 5.07 Waiver of Compliance.

Any failure of any Party, Defense Counsel, and/or Plaintiff's Counsel hereto to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties and their respective counsel hereto entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

Section 5.08 Counterparts.

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

Section 5.09 Attorneys' Fees and Costs.

With respect to this Agreement, neither Plaintiff's Counsel nor any other attorneys acting for, or purporting to act for the PAGA Members, or Plaintiff may recover or seek to recover any amounts for fees, costs, or disbursements from the Released Parties or the Maximum Settlement Amount except as expressly provided herein. Defendant shall bear its own attorney's fees and costs, and neither Plaintiff's Counsel, PAGA Members or the Plaintiff shall be responsible for Defendant's attorney's fees and costs. If any party moves the Court to enforce this Agreement, the prevailing party shall be entitled to recover from the other party all attorneys' fees and costs incurred to enforce this Agreement.

Section 5.10 Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, the Parties agree to submit any such dispute(s)

to the Court. To the extent any Party seeks to enforce any of the terms of this Agreement in Court or before the Court, the prevailing party shall be entitled to recover his/its reasonable attorneys' fees and costs.

Section 5.11 Discovery Stayed.

Discovery is stayed in the Action while the Parties work toward settlement and court approval of the settlement.

Section 5.12 Neutral Reference and Mutual Non-Disparagement.

If a prospective employer of Garcia contacts Defendant for a reference, Defendant will provide a neutral reference consisting solely of dates of employment and positions held. Garcia should direct all prospective employer reference requests, in writing, to its Human Resources department.

Section 5.13 Mutual Non-Disparagement.

The Parties shall not make any disparaging or critical statement about, relating or pertaining to, or otherwise involving each other.

Section 5.14 Binding.

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

Section 5.15 Court's Retention of Jurisdiction.

The Court shall retain jurisdiction, pursuant to Code of Civil Procedure section 664.6 and otherwise as permitted by law, to enforce this Settlement.

Section 5.16 Integration Clause.

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

Section 5.17 Escalator Provision.

This settlement is based on Defendant's representation that it has employed 268 persons from the beginning of the PAGA Period through March 15, 2022, who worked a combined total of 17,915 pay periods during this time frame. If, as of the date of court approval, the number of PAGA Members or pay periods worked by PAGA members exceeds these amounts by more than 10% of the estimated 17,915 pay periods [i.e. 19,707 pay periods,] or 268 employees [i.e. 295 employees], then the amount of the Maximum Settlement Amount shall increase in proportion to

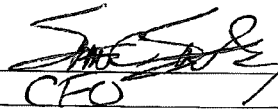
the increased number of pay periods greater than 19,707 or PAGA Members greater than 295, with the larger percentage increase controlling.

IN WITNESS WHEREOF, the Parties have executed this Private Attorneys General Act Settlement Agreement on the date set forth.

APPROVED AND ACCEPTED.

Dated: April 28 2022

WESTERN OILFIELDS SUPPLY COMPANY
DBA RAIN FOR RENT

By 
Its CFO

April 22, 2022
Dated: April __, 2022

DocuSigned by:
Alexis Garcia Sr.
424D2B47F4FB4F6...
By ALEXIS GRAJEDA GARCIA

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: April 25, 2022

GAINES & GAINES, ALPC

By Daniel F. Gaines
Daniel F. Gaines, Esq.
Alex P. Katofsky, Esq.
Attorneys for Plaintiff

Dated: April 28 2022

JACKSON LEWIS P.C.

By 
Frank M. Liberatorc, Esq.
Attorneys for Defendant

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

ALEXIS GRAJEDA GARCIA, on behalf
of himself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*,

Plaintiffs,

vs.

WESTERN OILFIELDS SUPPLY
COMPANY, a Delaware Corporation, and
DOES 1 through 10, inclusive,

Defendants.

Case No. BCV-21-101746

**NOTICE OF SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIM
(CAL. LABOR CODE § 2698 *ET SEQ.*)**

You have been identified as an individual who worked for Defendant Western Oilfields Supply Company dba Rain for Rent (“Defendant”) in California, as a non-exempt employee for at least one pay period, at any time between June 8, 2020 and [REDACTED]. (“PAGA Members”).

On July 29, 2021, Plaintiff Alexis Grajeda Garcia (the “Plaintiff”) commenced a lawsuit in Kern Superior Court, case number BCV-21-101746 (the “Lawsuit”) to recover civil penalties. Plaintiff alleges in the lawsuit that Defendant failed to provide all meal and rest periods, or premium compensation in lieu thereof, timely pay wages due at separation of employment, and issue complete and accurate wage statements. For these alleged violations, Plaintiff seeks penalties pursuant to the California Labor Code’s Private Attorneys General Act of 2004, codified at Labor Code § 2698 *et seq.* (“PAGA”).

Defendant denies Plaintiff’s allegations and disputes all of Plaintiff’s claims. The Lawsuit was litigated and following an investigation, the Parties reached a settlement which takes into account the uncertainties and risks of proceeding with litigation.

The Court approved the settlement on [REDACTED] and has determined that the settlement is fair and reasonable. The payment which accompanies this notice is made to you pursuant to the terms of the Settlement.

The Court-approved settlement contains the following release of claims, to which you are bound:

Upon the Effective Date and subject to Defendant’s full payment of the Maximum Settlement Amount, Plaintiff, on behalf of himself, his heirs, executors, and assigns, the PAGA Members, and the State of California, fully releases and discharges Defendant Western

Oilfields Supply Company dba Rain for Rent and its former, present and future owners, parents, and subsidiaries, and all of their current, former and future spouse(s), children, officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, successors, assigns, accountants, insurers, or legal representatives (collectively, “Released Parties”) to the full extent permitted by law, of and from the Action and from any and all claims asserted in the Complaint for civil penalties under PAGA, as well as any interest, fees, and costs available under PAGA based on the factual allegations in the Complaint and in Garcia’s May 26, 2021 LWDA letter, and all PAGA claims that could have been alleged based on the factual allegations contained collectively therein, including, but not limited to (1) failure to provide proper meal periods; (2) failure to authorize and permit rest periods; and (3) failure to furnish accurate wage statements; (4) failure to timely pay final wages; and (5) for alleged violations of California Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 512, and 558 (“Released Claims”) that accrued during the PAGA Period (June 8, 2020 through [REDACTED]).

If you have any questions, please contact Gaines & Gaines, APLC, counsel for Plaintiff, at (866) 550-0855.