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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

SAMUEL HARRIS JR., individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act; JUANITA HAWKINS-MOSLEY, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiffs,

vs.

CONTEMPORARY SERVICES CORPORATION, an unknown business entity; and DOES 1 through 100, inclusive,

Defendants.

Case No. 21TRCV00684

Honorable Elihu Berle
Department 6

DECLARATION OF RYAN SLINGER IN SUPPORT OF PLAINTIFFS' MOTION FOR APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE, AWARD OF ATTORNEYS' FEES AND COSTS, GENERAL RELEASE FEES, AND SETTLEMENT ADMINISTRATION COSTS

Date:	November 25, 2026
Time:	10:00 a.m.
Department:	6
Complaint Filed:	August 9, 2021
FAC:	October 2, 2026
Trial Date:	None Set

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DECLARATION OF RYAN SLINGER

I, Ryan Slinger**,** hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorney of record for Plaintiffs Samuel Harris Jr. and Juanita Hawkins-Mosley ("Plaintiffs"). The facts set forth in this declaration are within my personal knowledge or based on information and belief and, if called as a witness, I could and would competently testify thereto.

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

2. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act ("PAGA") representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

3. Edwin Aiwazian is the Chief Executive Officer of Lawyers for Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University. From

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approximately September 2002 to approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he obtained a license to practice law from the California State Bar. Since in or around October of 2008, through his work at Lawyers for Justice, PC, he has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. While employed by Lawyers for Justice PC, he has argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions, prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-five (175) mediations. Together with other attorneys at the firm, and in many cases in conjunction with co-counsel, he has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. Under his supervision, Lawyers for Justice, PC has successfully obtained class certification by contested motion practice in approximately sixteen (16) cases in the last decade, and litigated over 1,000 class action or representative action cases.

4. Arby Aiwazian is a Senior Partner of Lawyers for Justice, PC. He received his Bachelor of Arts degree from University of California, Los Angeles and graduated magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School. From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District. From approximately August 2008 to approximately December 2008, he served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice before all courts of the State of California and all United States District Courts in the State of California. He has worked on many wage-and-hour class action and representative action cases,

taking the lead in taking and defending depositions, arguing motions, and attending mediations. He has played an integral role in preparing matters for class certification, including and not limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No. RG13680477). Under his supervision, dozens of class action or representative action cases have resulted in settlements that have been granted court approval, including and not limited to, those listed in paragraph 7 herein. He has handled over one hundred and fifty (150) mediations and has worked on over two hundred and fifty (250) class action or representative action cases which have resulted in settlement.

5. Joanna Ghosh is a Senior Partner of Lawyers *for* Justice, PC. She received a Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010), in New York (since 2013), and in Washington (since 2026) and she is also admitted to practice in all U.S. District Courts in California, the U.S. Bankruptcy Court for the Central District of California, U.S. District Court for the Western District of Washington, and the U.S. Supreme Court. She has taken and defended dozens of depositions and successfully handled motion practice in class action cases regarding discovery (including and not limited to, regarding class contact information), class certification (both contested class certification and stipulated class certification), arbitration agreements, coordination, and intervention. She has successfully handled briefing and oral argument on appeal and obtained notable decisions regarding the Private Attorneys General Act and employer efforts to compel arbitration of PAGA claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th175. She has significant experience with class actions, including and not limited to working on cases to obtain class certification through contested motion

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practice and working on cases in the post-certification stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with co-counsel in a case involving a certified class consisting of approximately 2,600 individuals). She has extensive experience with class action and/or representative action settlements, and have handled this process in over five hundred (500) cases. Under Joanna Ghosh, Edwin Aiwazian, and Arby Aiwazian's supervision, Lawyers *for* Justice, PC has handled the class certification and court approval process for hundreds of class action and/or representative action matters that have successfully resolved. She is a member of the California Employment Lawyers Association and, on several occasions, has been a speaker regarding topics in wage and hour law at the organization's continuing legal education events.

6. I am a Member of Lawyers for Justice, PC. I received my Bachelor of Arts degree from the University of Michigan in 2020, and I earned my Juris Doctor degree from Loyola Law School in 2023. I was admitted to practice law in California in 2023. I am admitted to practice before all courts of the State of California. I have worked on many wage-and-hour class action and PAGA representative cases, and my work on these cases has included preparing complaints, motions, oppositions, and replies, making court appearances, and drafting and finalizing settlement agreements.

THE LAWSUIT

7. Defendant Contemporary Services Corporation ("Defendant") is a nationwide crowd management company that employs event staff. Plaintiffs Samuel Harris Jr. and Juanita Hawkins-Mosley are former employees of Defendant in California.

8. Plaintiffs have satisfied the prerequisites under California Labor Code section 2699.3(a), including, and not limited to, providing the California Labor and Workforce Development Agency ("LWDA") and Defendant with written notice of the specific provisions of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written correspondence on behalf of Plaintiff Harris Jr. dated July 19, 2021 ("Harris, Jr. PAGA Notice") and September 18, 2026

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(“Harris, Jr. Supplemental PAGA Notice”), and written correspondence on behalf of Plaintiff Hawkins-Mosley dated May 3, 2023 (“Hawkins-Mosley PAGA Notice”) and September 18, 2026 (Hawkins-Mosley Supplemental PAGA Notice”) (collectively, the “PAGA Notices”). The PAGA Notices were sent by U.S. Certified Mail to the Defendant and submitted to the LWDA by way of online submission on the LWDA’s website. A true and correct copy of the Harris Jr. PAGA Notice is attached hereto as “**EXHIBIT 1**” and a true and correct copy of the Harris, Jr. Supplemental PAGA Notice is attached hereto as “**EXHIBIT 2**.” A true and correct copy of the Hawkins-Mosley PAGA Notice is attached hereto as “**EXHIBIT 3**” and a true and correct copy of the Hawkins-Mosley Supplemental PAGA Notice is attached hereto as “**EXHIBIT 4**.”

9. On September 22, 2021, Plaintiff Harris Jr. filed his Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq*., commencing a representative action under PAGA against Defendant, entitled *Samuel Harris Jr. v. Contemporary Services Corporation*, Los Angeles County Superior Court Case No. 21TRCV00684 (“*Harris* Action”).

10. On July 11, 2023 Plaintiff Hawkins-Mosley filed her Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq* commencing a representative action under PAGA against Defendant, entitled *Juanita Hawkins-Mosley v. Contemporary Services Corporation*, Alameda County Superior Court Case No. (the “*Hawkins-Mosley* Action,” together with the Harris Action, the “Actions”).

11. On October 2, 2026 Plaintiff Harris, Jr. filed a First Amended Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq*. in the *Harris* Action (“Operative Complaint”), thereby adding Juanita Hawkins-Mosley as a named plaintiff.

12. Plaintiffs’ core allegation is that Defendant has violated the California Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiffs and Aggrieved Employees, of, *inter alia*, failing to pay overtime and minimum wages, failing to provide compliant meal and rest periods and associated premiums, failing to pay timely wages during

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employment and upon termination of employment, failing to provide complete and accurate itemized wage statements, failing to keep complete and accurate payroll records, and failing to reimburse necessary business-related expenses and costs.

THE SETTLEMENT REACHED IN THE ACTION

13. Marked and attached hereto as "**EXHIBIT 5**" is the partially executed Labor Code Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement"), entered into between Plaintiffs, for themselves and on behalf of the State of California with respect to Aggrieved Employees pursuant to the Private Attorneys General Act, and Defendant. The parties have also drafted and agreed to the form and content of the proposed informational cover letter ("Cover Letter") for mailing to Aggrieved Employees when Individual Settlement Shares are distributed to them, in substantially the form attached as "EXHIBIT A" to the [Proposed] Order and Judgment Granting Approval of Private Attorneys General Act Settlement Agreement and Release, Award of Attorneys' Fees and Costs, General Release Fees, and Settlement Administration Costs. The Court is respectfully requested to approve the proposed Cover Letter.

14. The Settlement pertains to the following allegedly aggrieved employees: all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period ("Aggrieved Employees"). The "PAGA Period" means the period August 16, 2019 to August 14, 2025 is the PAGA Period. Based on information provided by Defendant, it is estimated that during the PAGA Period there are approximately 37,189 Aggrieved Employees who collectively worked a total of approximately 755,000 Compensable Pay Periods during the period from October 16, 2019 to August 14, 2025.

15. Defendant has agreed to pay the gross amount of (Three Million Dollars and Zero Cents) $3,000,000.00 ("Total Settlement Amount"), subject to possible increase under Section 3(b) of the Settlement Agreement, to settle this matter. The Settlement Agreement provides that the "Net Settlement Amount" will be the Total Settlement Amount less the following amounts: (1) Attorneys' Fees and Costs of 35% of the Total Settlement (i.e. approximately $1,050,000.00)

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for attorneys' fees and up to $35,000.00 for reimbursement of litigation costs and expenses to Lawyers *for* Justice, PC ("Plaintiffs' Counsel"); (2) General Release Fees in the amount of $10,000.00 to each Plaintiff, for a total of $20,000.00; and (3) Settlement Administration Costs of up to $90,000.00 to the PAGA Settlement Administrator. Plaintiffs' Counsel only seeks an award of reimbursement of litigation costs and expenses in the amount of $30,592.90, and assuming that the requested Attorneys' Fees and Costs, General Release Fees, and Settlement Administration Costs, are approved by the Court, the Net Settlement Amount is estimated to be approximately $1,809,407.20. The Net Settlement Amount will be distributed to the LWDA and the Aggrieved Employees pursuant to California Labor Code section 2699(i). 75% of the Net Settlement Amount will be distributed to the LWDA, which is estimated to be $1,357,055.40 ("LWDA Payment"), and 25% of the Net Settlement Amount, which is estimated to be $452,351.80 (the "Employees' Portion"), will be distributed to the Aggrieved Employees on a *pro rata* basis, based on the number of pay periods they each worked during the PAGA Period ("Compensable Pay Periods"). The parties have agreed to retain CPT Group, Inc. ("CPT" or "PAGA Settlement Administrator") to handle the administration of the Settlement, and the Court is respectfully requested to appoint CPT Group, Inc. to serve as the PAGA Settlement Administrator. The Settlement Administration Costs are estimated not to exceed $90,000.00 and will be paid out of the Total Settlement Amount, subject to approval by the Court.

THE LITIGATION AND WORK PERFORMED BY PLAINTIFFS' COUNSEL

16. The effectiveness of Plaintiffs' Counsel, Lawyers *for* Justice, PC in prosecuting these cases has translated into tangible monetary benefits for Plaintiffs, Aggrieved Employees, and the State of California in the following respects: (1) their recoveries over a reasonably short period of time as opposed to waiting additional years for the same, or possibly, a worse, result; (2) a guaranteed result that compares favorably with other similar representative action settlements; and (3) significant savings in fees and costs which would have only increased significantly had the cases progressed through trial and/or appeals.

17. After engaging in extensive investigations, informal discovery, and exchange of

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information, data, and documents, the parties participated in extensive settlement discussions and negotiations to try to resolve the above-captioned lawsuits. These efforts involved multiple mediations. The first mediation the Parties participated in was February 17, 2022, with the mediator, Steve Cerveris, Esq. The second mediation was on September 11, 2024 with Daniel Turner, Esq. The final mediation was on August 14, 2025 with Steve Pearl, Esq. With the aid of the mediators, the Parties reached the Settlement described herein via the mediator's proposal. In the course of mediation and settlement discussions, the parties discussed all aspects of the cases, including the risks and delays of further litigation and proceeding with trial, as well as the law relating to representative PAGA actions, off-the-clock theory, meal and rest periods regular rate of pay calculations, reporting time pay, Industrial Welfare Commission Wage Orders, wage-and-hour enforcement, and the evidence produced and analyzed. During all settlement discussions, the parties conducted their negotiations at arm's length in an adversarial position.

18. Prior to reaching the Settlement, the parties investigated the veracity, strength, and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiffs conducted significant investigation and informal discovery and exchange of information, documents, and data regarding the facts of the cases, including and not limited to, the review, consideration, and analysis of a volume of information, documents, and data obtained from Plaintiffs, Defendant, and other sources. The information, documents, and data that were reviewed and analyzed by Plaintiffs' Counsel included, and were not limited to: Plaintiffs' employment records, Aggrieved Employees' time and pay data, and Defendant's operations and employment practices, policies, and procedures, among other documents. Counsel for the parties undertook significant investigation and evaluation of the PAGA claim and related allegations, including, and not limited to, calculating the potential monetary recovery under PAGA. Other work performed by Plaintiffs' Counsel included, but was not limited to: meeting and conferring with Defendant's counsel regarding the pleadings, case management, discovery, mediation, and settlement negotiations, among other issues; case strategy and analysis; researching, drafting, reviewing, and revising pleadings, court filings, motion-related papers (e.g., with respect to settlement

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approval motion papers), briefs for settlement negotiations and mediation, and the settlement agreement; claims evaluation and analysis; preparing for and participating in settlement negotiations and the mediation; and appearing for court proceedings. Counsel for the parties have further invested time to research the applicable law, which is evolving as it relates to representative PAGA actions, off-the-clock theory, meal and rest periods, meal waivers, regular rate of pay calculations, reporting time pay, Industrial Welfare Commission Wage Orders, wage-and-hour enforcement, Plaintiffs' claims, and Defendant's defenses, as well as facts discovered.

19. Based on investigation and information discovered, Plaintiffs' Counsel believes that there is sufficient evidence to support the allegations that Defendant violated the California Labor Code. While Plaintiffs' Counsel believes that the PAGA claim has merit and that Plaintiffs will ultimately succeed in this litigation and prevail at trial. Plaintiffs and Plaintiffs' Counsel also recognize Defendant's defenses, the costs of further litigation, and multiple risks to recovery. For example, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiffs, including, and not limited to, the issues of non-compliant meal periods, non-compliant rest periods, and unreimbursed business expenses, raise individualized issues and/or are not suitable for adjudication as to a group of employees.

20. Plaintiffs and their counsel have also considered the uncertainty and risk of the outcome of further litigation, including the difficulties and delays inherent in such litigation. In order to prevail on the PAGA claim, Plaintiffs would have to prove that Defendant engaged in the alleged California Labor Code violations and demonstrate that Defendant's conduct warrants the imposition of penalties.

THE STRENGTHS AND WEAKNESSES OF THE PAGA CLAIM, AND THE RANGE OF POSSIBLE OUTCOMES

21. In order for Plaintiffs to prevail on the PAGA claim, they would have to prove that Defendant engaged in the alleged California Labor Code violations and demonstrate that

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Defendant's conduct warrants the imposition of penalties. Furthermore, although wage-and-hour actions are amenable to resolution as to a group of employees, some courts have also found that, for various reasons, the issues raised by Plaintiffs raise individualized issues and/or are not suitable for adjudication as to a group of employees.

22. From the inception of this litigation, Defendant indicated that they would aggressively litigate theses cases and contended that they would ultimately succeed in the Actions. Defendant maintained several defenses to Plaintiffs' allegations, which, if successfully argued and proven, had the potential to eliminate or substantially reduce recovery. Throughout this litigation, Defendant maintained, and continues to maintain, that they did not engage in a uniform policy and systematic scheme of wage abuse against any of their employees, and that they had, and continue to have, legally-compliant employment policies and practices throughout the time period at issue. Defendant denies that they ever violated any provision of the California Labor Code. Defendant further denies, and continues to deny, that the lawsuit is appropriate for representative adjudication for any purpose other than the Settlement.

23. Defendant also challenged Plaintiffs' standing as an aggrieved employee and denied that any of their other employees whom Plaintiffs seek to represent are aggrieved. Also, multiple courts have taken an approach requiring a plaintiff to establish standing and face the possibility of bifurcation of discovery and/or trial of the PAGA claim. See *Amalgamated Transit Union, Local 1756, AFL-CIO v. Superior Court.* (2009) 46th Cal.4th 993, 1001 (noting that PAGA "require[s] a plaintiff to have suffered an injury resulting from an unlawful action"); *Stafford v. Dollar Tree Stores, Inc.* (E.D. Cal. Nov. 21, 2014) 2014 WL 6633396, at *4 (finding that judicial economy supported bifurcation because of the difficulties and inherent uncertainties of being able to establish liability with respect to a large number of potentially aggrieved employees and noted that "PAGA's public purpose would be ill-served if the court finds [the plaintiff] has not been aggrieved by a Labor Code violation"); *Grappo v. Coventry Fin. Corp.* (1991) 235 Cal.App.3d 496, 504 (Trial courts have "broad discretion to determine the order of proof in the interest of judicial economy"); see also Cal. Code Civ. Proc. § 598 (The court may

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"when the convenience of witnesses, the ends of justice, or the economy and efficiency of handling the litigation would be promoted thereby, on motion of a party, after notice and hearing, make an order. . . that the trial of any issue or any part thereof shall precede the trial of any other issue or any part thereof in the case[.]"); Cal. Code Civ. Proc. § 1048(b) (Court can separate trial of any cause of action or of any separate issue in the interest of convenience or to avoid prejudice); Cal. Code Civ. Proc. § 2019.020(b) (Courts have the power to "establish the sequence and timing of discovery for the convenience of parties and witnesses and in the interests of justice"); *Horton v. Jones* (1972) 26 Cal.App.3d 952, 955 (stating that bifurcation and sequencing of litigation is allowed to avoid wasting time and money on trial when litigation of issues could be rendered moot).

24. Defendant pointed to case law that held that, given the derivative nature of the PAGA claim, it would stand or fall based on whether Plaintiffs could successfully demonstrate the requisite elements to establish the various alleged violations of the California Labor Code that the PAGA claim is predicated on and derives from, and the success of showing, *inter alia*, failure to properly pay wages, failure to provide compliant meal and rest periods, failure to reimburse for expenses, etc.

25. Further, Defendant also maintained that, in addition to their strong arguments against the underlying claims, taking the current unsettled state of law, it would be unjust to award the maximum potential PAGA penalties. There was also a dearth of law and guidance regarding trials and/or assessment of penalties under the PAGA statute, there is no clearly established methodology for the valuation and/or assessment of PAGA penalties, and case outcomes (such as those discussed below) have shown that the actual amount of civil penalties actually assessed by trial courts is far less than the amount sought.

26. Defendant also argued that an important feature of PAGA is that the Court retains discretion to lower the penalties if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is "unjust, arbitrary and oppressive, or confiscatory." See Cal. Lab. Code § 2699(e)(2); see also *Thurman v. Bayshore Transit*

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Management, Inc. (2012) 203 Cal.App.4th 1112, 1136 (holding that a court may reduce the amount of PAGA penalties awarded to an employee based upon discretionary factors). Defendant maintained, and continues to maintain, that they had and continue to have, legally-compliant employment policies and practices throughout the time period at issue. Even if, arguendo, such violations occurred, which Defendant denies, Defendant contends that said violations would only be considered "initial violations" and thus heightened "subsequent violation" penalties were not warranted. See Cal. Lab. Code § 2699(f)(2); see also *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1208-09 ("Until the employer has been notified that it is violating a Labor Code provision […], the employer cannot be presumed to be aware that its continuing underpayment of employees is a 'violation' subject to penalties."). Defendant argued that they would be able to show a lack of willfulness in the violations, such that the alleged California Labor Code violations would not be considered "willful." Defendant contended that, at best, even if a violation giving rise to a penalty was shown for each pay period, only the lower civil penalty associated with initial violations would apply. As discussed above, Defendant denied and continues to deny that they ever violated any provision of the California Labor Code. However, assuming, *arguendo*, that any violations occurred, Defendant argued the violations would not be viewed as subsequent violations giving rise to heightened penalties. Defendant also argued that the Court was unlikely to assess cumulative penalties for the maximum number of possible, separate California Labor Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be regulated by multiple provisions of the California Labor Code that are interrelated and work in tandem. As such, Defendant contended that cumulative penalties and heightened penalties would be unjust, arbitrary, oppressive, and confiscatory.

27. Plaintiffs' Counsel was also aware of case law indicating that courts have attributed little separate value to PAGA claims, for example, allowing them to be resolved for $0 where the other underlying California Labor Code claims are being (or have been) resolved, or, assessing much lower amounts of civil penalties against employers than are sought. See e.g.,

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Magadia v. Wal-Mart Assocs. (N.D. Cal. 2019) 384 F. Supp. 3d 1058, 1100-1101, 1103-1104, 1111 (finding that, under Labor Code § 2699(e)(2), "the Court has broad discretion to award PAGA penalties the Court sees fit" and reducing the PAGA penalty award significantly from the maximum penalties possible); *Morales v Bridgestone Retail Operations LLC*, Orange County Superior Court No. 30-2017-00900244 (Aug. 2, 2018) (of $7 million PAGA penalties requested, the court awarded $425,000); *Carrington v Starbucks Corp*. (2018) 30 Cal.App.5th 504, 517, 529 (of $75 million in penalties sought, the court affirmed the trial court's $150,000 PAGA penalty award based on 30,000 violations, which reduced the penalty rate to $5 per violation); *Arnold v San Diego Second Chance Program*, San Diego County Superior Court No. 37-2016-00018375 (Dec. 18, 2017) (no PAGA penalties awarded); *Felczer v Apple Inc.*, San Diego County Superior Court No. 37-2011-00102593 (Sept. 13, 2017) (no PAGA penalties awarded); *In re Taco Bell Wage and Hour Actions* (E.D. Cal. Apr. 8, 2016) No. 1:07-cv-01314-SAB, 2016 U.S. Dist. LEXIS 48557 at *41 (the court declined to award PAGA penalties after trial); *Allen v American Multi-Cinema*, Alameda County Superior Court No. RG11585502 (July 24, 2016) (no PAGA penalties awarded); *Atempa v Pama*, San Diego County Superior Court (July 31, 2015) (of PAGA penalties of $456,133 sought, the court awarded $197,434.00); *Driscoll v Granite Rock*, Santa Clara County Superior Court No. 1-08-cv-103426 (Sept. 20, 2011) (the court declined to award PAGA penalties); *Fleming v Covidien, Inc.*, No. ED CV10-01487 RGK (OPx) (C.D. Cal. Aug. 12, 2011) 2011 U.S. Dist. LEXIS 154590 at **8-9 (of $2,800,000 PAGA penalties requested, the court awarded $500,000); *Aguirre v Genesis Logistics*, No. SACV 12-00687-JVS (ANx) (C.D. Cal. Dec. 30, 2013) 2013 U.S. Dist. LEXIS 189820 at **6-7 (of $1,800,000 PAGA penalties requested, the court awarded $500,000); *Halevi v Aroma Bakery Café, Inc.*, Los Angeles County Superior Court No. 468146 (Aug. 30, 2013) (the court declined to award PAGA penalties after trial awarding wages to class on the basis that, inter alia, the lawsuit was not prompted by availability of PAGA penalties, penalties were not necessary to remedy ongoing or future violations, corporate defendants corrected violations and were no longer in business, and plaintiffs did not offer evidence establishing imposition of

penalties on individual defendants would not be confiscatory).

28. Importantly, Defendant also contended that the claims of Plaintiffs and other Aggrieved Employees are subject to enforceable agreements that included, *inter alia*, binding individual arbitration and class and collective action waiver provisions. Defendant contended that, taken together, these agreements would have claim preclusive impact, or otherwise, could effectively be used to require Aggrieved Employees to engage in individual arbitration of their individual claims on which the PAGA claim is predicated. There is also uncertainty regarding PAGA claims due to decisions of the high courts and recent amendment of the PAGA statute. For example, as a result of a recent United States Supreme Court decision, it is more likely that employer agreements containing arbitration terms will impact the viability of adjudication of PAGA claims in the judicial forum. *Viking River Cruises, Inc. v. Moriana*, (2022) 142 S. Ct. 1906, 2022 U.S. LEXIS 2940. Although the substantive statutory right to pursue a PAGA claim has not been eviscerated and has been preserved, arbitration agreements may be used to select the forum and procedure to be used to resolve PAGA claims to some extent. Recently, the California Supreme Court confirmed that an aggrieved employee who has been compelled to arbitrate claims under PAGA that are premised on California Labor Code violations that were sustained by the aggrieved employee still maintains statutory standing to pursue a PAGA claim arising out of events involving other employees through a PAGA representative claim. *Adolph v. Uber Technologies* (2023) 14 Cal.5th 1104. Nevertheless, while the arbitrable and non-arbitrable components of an action are not severed from one another, it is still possible that trial courts will stay the representative/non-individual PAGA claims pending arbitration of a plaintiff's individual PAGA claims and if a plaintiff is determined to not be an "aggrieved employee" for PAGA purposes, issue preclusion may apply and, once reduced to a final judgment, trial courts are bound by the arbitrator's determination and the plaintiff may lose standing to pursue non-individual PAGA claims. *Id*. at 693.

29. Furthermore, the recent amendment of the PAGA statute enacted on July 1, 2024, adopting, *inter alia*, modified standing requirements, codifying a manageability requirement,

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capping civil penalties that can be assessed against an employer if an employer meets certain conditions, and allowing an employer to cure violations to avoid the assessment of civil penalties if an employer meets certain conditions, has created uncertainty regarding the future of claims for civil penalties under PAGA. The amended PAGA statute clarifies certain legal issues now, but at the time the action was filed, there was even more uncertainty regarding PAGA claims.

30. While Plaintiffs disagree with Defendant's contentions and maintain that their PAGA claim have merit, in reaching the settlement, Plaintiffs and their counsel took into account the strengths and weaknesses of each side's position and the uncertainty of how the cases might have concluded as litigation continued, at trial, and/or upon appeal.

31. The parties had the opportunity to review extensive information, documents, and data regarding Plaintiffs' and Aggrieved Employees employment with Defendant in an effort to determine the potential value and strength of the PAGA claim. Counsel for the parties invested time reviewing and analyzing the relevant information, documents, and data, and this information made it possible to calculate the potential value of the PAGA claim (as discussed below). Accordingly, the parties have conducted sufficient investigation and review of data, documents, and information to be sufficiently apprised of the nature and extent of the PAGA claim asserted in this lawsuit, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness. The parties have also considered the settlement negotiations and the recommendations of the mediator Steve Pearl, Esq. who is highly experienced in mediation complex labor and employment matters. The parties have agreed that these cases are well-suited for settlement given the legal issues relating to the PAGA claim, as well as the costs, risks, and delays to both sides that would attend further litigation. The Settlement takes into account the strengths and weaknesses of each side's position and the uncertainty of how the cases might have concluded as litigation continued, at trial, and/or upon appeal.

THE VALUE OF THE PAGA CLAIM

32. To assist the Court in its review and consideration of the settlement reached in the

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above-captioned matter, a discussion of the potential and realistic value of the PAGA claim, is provided below.

33. Plaintiffs allege that Defendant has violated the California Labor Code and Industrial Welfare Commission Wage Orders, and thereby has engaged in conduct giving rise to civil penalties recoverable under PAGA, by, inter alia, failing to properly pay all wages due, failing to pay overtime and minimum wages, failing to provide compliant meal and rest periods and associated premiums, failing to timely pay wages during and upon termination of employment, failing to provide complete and accurate itemized wage statements, failing to keep complete and accurate payroll records, and failing to reimburse necessary business expenses. Specifically, Plaintiffs contend that Defendant required Plaintiffs and Aggrieved Employees to perform work duties off-the-clock before clocking-in and after clocking-out of their scheduled shifts and during meal and rest periods, and to remain on premises during meal and rest periods and perform work. Further, Plaintiffs contend that Defendant failed to correctly calculate the regular rate of pay for purposes of paying overtime wages and meal and rest premiums. As a result, Plaintiffs contend that Defendant did not pay Plaintiffs and aggrieved employees all compensation due to them, that meal and rest periods were non-compliant, and that Defendant failed to properly pay premiums for all non-compliant meal and rest periods. Additionally, Plaintiffs allege that Defendant intentionally and willfully failed to pay Plaintiffs and Aggrieved Employees all wages due to them while they were employed by Defendant, within the time period permissible under California law, thereby triggering waiting-time penalties under California Labor Code section 203. Plaintiffs contend that, based on the violations described herein, the wage statements provided by Defendant and the payroll records kept by Defendant were inaccurate. Plaintiffs contend that Defendant failed to reimburse Plaintiffs and the other Aggrieved Employees for necessary business expenses for use of personal cell phones, as well as the purchase of other work-related equipment.

34. Plaintiffs' Counsel considered Defendant's arguments, e.g., that the employer's practices, policies, and procedures complied with the law, that employees regularly signed meal

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waivers, employees were subject to arbitration agreements, that Defendant correctly paid regular and overtime wages for all hours worked, that no waiting-time penalties were due because waiting-time penalties only arise from "willful" failure to pay wages due, that Plaintiffs and aggrieved employees suffered no actual injury from the alleged wage statement violations and that this alleged violation and the alleged recordkeeping violation are entirely derivative of the other alleged California Labor Code violations, and that Defendant has a practice and procedure for reimbursing employees for necessary business-related expenses and did not require employees to undertake expenses that were not reimbursed. Plaintiffs' Counsel conducted a preliminary meal analysis which reflected that almost all shifts were eligible for at least one meal break and included a facially-apparent meal period violation. Plaintiffs' Counsel considered that it could be determined that individual liability issues predominate (e.g., due to purported variation in shifts, locations, job duties, and other circumstances which could raise individualized questions of fact) and could pose challenges to manageability and the merits of the PAGA claim.

35. Plaintiffs' Counsel considered information obtained through investigations and from Plaintiffs, Defendant, and other sources, and created violation and penalties valuations and models prior to reaching the Settlement. Based thereon, Plaintiffs' Counsel calculated the potential value of the PAGA claim. However, the potential value of the PAGA claim assumed an exposure based on Plaintiffs having proven all elements of the claim and entitlement to civil penalties, despite risks associated with demonstrating manageability, and establishing liability and any underlying California Labor Code violations, and significant additional costs that would have to be incurred in order to establish liability and obtain civil penalties.

36. While Plaintiffs' Counsel disagreed with Defendant's arguments and factual contentions, Plaintiffs recognized the circumstances and realities of the case, applicable case law and regulations, the costs and expenses of further litigation, and risks to recovery, and applied appropriate discounts for them. Plaintiffs' Counsel calculated the potential and realistic value of the PAGA claim as follows:

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a. Failure to Pay Overtime Wages: The potential value of civil penalties was estimated to be $55,899,800.00 (26,948 initial violations x $50 + 545,524 subsequent violations x $100). A discount of 80% was applied to account for the risks associated with Defendant's arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $11,179,960.00), a discount of 85% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $1,676,994.00), and a discount of 90% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $167,699.40).

b. Failure to Pay Minimum Wages: The potential value of civil penalties was estimated to be $139,075,800.00 (26,948 initial violations x $100 + 545,524 subsequent violations x $250). A discount of 80% was applied to account for the risks associated with Defendant's arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $27,815,160.00), a discount of 85% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $4,172,274.00), and a discount of 90% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $417,227.40).

c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential value of civil penalties was estimated to be $55,899,800.00 (26,948 initial violations x $50 + 545,524 subsequent violations x $100). A discount of 80% was applied to account for the risks associated with Defendant's arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $11,179,960.00), a discount of 85% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $1,676,994.00), and a discount of 90% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to

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$167,699.40).

d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of civil penalties was estimated to be $55,899,800.00 (26,948 initial violations x $50 + 545,524 subsequent violations x $100). A discount of 80% was applied to account for the risks associated Defendant's arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $11,179,960.00), a discount of 85% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $1,676,994.00), and a discount of 90% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $167,699.40).

e. Failure to Timely Pay Wages During Employment and Upon Termination: Plaintiffs alleged that, as a result of the above-discussed alleged conduct, Defendant failed to pay Plaintiffs and the Aggrieved Employees all wages due to them while they were employed by Defendant, within the time period permissible under California law. These wages included, but were not limited to, minimum, regular, and overtime wages and meal and rest break premium wages. However, arguably, violations of this provision of the California Labor Code overlap with and are already pursued as part of the allegations for the failure to pay wages and meal and rest premiums (which are already discussed herein)—this aspect may cause a court to exercise discretion to not assess separate penalties or to assess significantly reduced penalties. (Cal. Lab. Code § 2699(e)(1)-(2).) Plaintiffs also alleged that Defendant failed to pay Plaintiffs and the other Aggrieved Employees all wages due to them upon termination, within the time period permissible under California Labor Code sections 201 and 202. For example, Plaintiffs alleged that they and other Aggrieved Employees are entitled to unpaid wages arising from, inter alia, unpaid wages and the failure to properly compensate them for all hours worked, as well as, meal and rest period premiums. The potential value of civil penalties for failure to timely pay wages upon termination of employment was estimated to be $2,091,400.00 (20,914 violations x $100 civil penalties). A discount of 80% was applied to account for the risks associated with

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Defendant's arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $418,280.00), a discount of 85% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $62,742.00), and a discount of 85% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $9,411.30).

f. Failure to Provide Compliant Wage Statements: The potential value of civil penalties was estimated to be $552,261,000.00 (26,948 initial violations x $250 + 545,524 subsequent violations x $1,000). A discount of 80% was applied to account for the risks associated with Defendant's arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $110,452,200.00), a discount of 85% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $16,567,830.00), and a discount of 90% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $1,656,783.00).

g. Failure to Maintain Payroll Records: The potential value of civil penalties was estimated to be $13,474,000.00 (26,948 aggrieved employees x $500). A discount of 80% was applied to account for the risks associated with Defendant's arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $2,694,800.00), a discount of 85% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $404,220.00), and a discount of 85% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $60,633.00).

h. Failure to Reimburse Necessary Business Expenses: The potential value of civil penalties was estimated to be $111,799,600.00 (26,948 initial violations x $100 + 545,524 subsequent violations x $200). A discount of 80% was applied to account for the risks associated

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with Defendant's arbitration agreements and demonstrating manageability (bringing the value of civil penalties closer to $22,359,920.00), a discount of 85% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of civil penalties closer to $3,53,988.00), and a discount of 90% was applied to account for the risks associated with the Court exercising its discretion to reduce and/or assess lower penalties and obtaining a recovery (bringing the value of civil penalties closer to $335,398.80).

37. The foregoing discussion confirms that the amount of the Settlement is adequate in light of the legal basis, facts, evidence, and circumstances in connection with Plaintiffs' allegations and the PAGA claim. The conclusion to be drawn from the foregoing analysis is that neither liability nor the ability to adjudicate and/or recover civil penalties on a representative basis is clear-cut, which is why the parties elected to settle this matter. Plaintiffs' Counsel considered the defenses asserted, information and evidence obtained, and circumstances in these cases, which posed risks to representative adjudication and monetary recovery. Plaintiffs' Counsel also considered the fact that, by law, the Court has the discretion to reduce and/or assess lower penalties, that it was not clear that heightened penalties would apply, and that stacking and/or cumulative penalties may not be allowed.

ATTORNEYS' FEES REQUESTED BY PLAINTIFFS' COUNSEL

38. As set forth more fully in the accompanying Motion, Plaintiffs' Counsel seeks attorneys' fees of 35% of the Total Settlement Amount (i.e. approximately $1,050,000.00). Pursuant to the contingency-fee agreement entered into by and between Plaintiffs and Plaintiffs' Counsel, Plaintiffs have agreed to a contingency-fee of at least thirty-five percent (35%) of the recovery. The attorneys' fees sought are commensurate with: (1) the risk that Plaintiffs' Counsel took in commencing the cases; (2) the time, effort, and expense that Plaintiffs' Counsel dedicated to the cases; (3) the skill and determination that Plaintiffs' Counsel has shown; (4) the results that Plaintiffs' Counsel has achieved throughout the litigation; (5) value of the settlement that Plaintiffs' Counsel has achieved in the cases; and (6) the other cases that Plaintiffs' Counsel has turned down in order to devote its time and efforts to these cases.

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39. While not necessarily required to be demonstrated because a percentage fee is proper for this settlement, it should be noted that Plaintiffs' Counsel has performed many hours of work in connection with prosecuting this matter such that the requested attorneys' fees award is also justified under a lodestar analysis. Attorneys at Lawyers for Justice, PC have spent a total of 515.40 hours performing tasks to obtain a recovery on behalf of Plaintiffs, the State of California, and the Aggrieved Employees. Attached hereto as "**EXHIBIT 6**" is an Attorney Task and Time Chart that sets forth in detail the nature of the legal services provided by attorneys at Lawyers for Justice, PC and the time incurred in performing those services. These hours include work done by several attorneys at the firm. Also, separate from the hours referenced herein and in the chart, Lawyers for Justice, PC had litigation support personnel actively engaged in assisting with the prosecution of the cases.

40. The work performed in these particular cases, the background of Lawyers for Justice PC, as well as the individual backgrounds, training, and experience of the attorneys who worked on this matter, in litigating complex wage-and-hour class and PAGA representative actions, support use of the hourly rates of compensation listed above, and certainly at least a reasonable blended hourly rate of compensation of at least $850 for work performed by Plaintiffs' Counsel. Lawyers for Justice, PC has been awarded attorneys' fees, compensating the firm at the rate of at least $850 per hour for legal services performed, by courts granting approval of wage and hour class action and/or representative action settlements in other cases: final approval of the class and representative action settlement in *David Dugan v. TEC Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on July 8, 2021, and the award of attorneys' fees involved an hourly rate of $936.47; final approval of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan* (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award of attorneys' fees involved an hourly rate of $919.57; final approval of the class and representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees

involved an hourly rate of $855.96.

LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFFS' COUNSEL

41. The Settlement provides for reimbursement of litigation costs and expenses of up to $35,000.00. Plaintiffs' Counsel seeks reimbursement of $**30,592.90** for litigation costs and expenses incurred in these cases, as reflected in the Case Cost Detail attached hereto as "**EXHIBIT 7**." It should be noted that Plaintiffs' Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this matter. These costs and expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement. The amount sought for reimbursement is less than the maximum amount ($35,000.00) allocated under the Settlement Agreement for reimbursement of litigation costs and expenses. The cost savings of $4,407.20 will be part of the Net Settlement Amount.

PAGA REPRESENTATIVE SERVICE PAYMENTS TO PLAINTIFFS

42. For their broader individual waiver and release of claims with a California Civil Code Section 1542 waiver (set forth in Section 7(c) of the Settlement Agreement), the Settlement provides a General Release Fee to Plaintiffs in the total amount of $10,000.00 to each Plaintiff (for a total of $20,000.00) to be paid out of the Total Settlement Amount, subject to approval by the Court. The requested General Release Fees are fair and appropriate. It is also worth noting that Plaintiffs have undertaken significant efforts and work to spearhead the pursuit of this matter. By initiating and pursuing this matter, Plaintiffs stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiffs have spent a substantial amount of time and effort discussing their employment with their counsel, gathering and producing relevant documents and information, and providing the facts and evidence necessary to attempt to prove the allegations. Plaintiffs were available whenever their counsel needed them and actively tried to obtain and provide information that would facilitate the pursuit of the PAGA claim. Accordingly, it is appropriate and just for Plaintiffs to each receive a General Release Fee, in addition any individual penalties payment they will receive as an Aggrieved Employee.

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43. Plaintiffs' Counsel submits that the Settlement fulfills the purpose of the PAGA statute, is within the accepted range of recoveries for this type of litigation, and is fair, reasonable, and adequate given the substantial monetary benefits provided for by the Settlement, the strengths and weaknesses of these cases, and the inherent delay, costs, risks, and uncertainty associated with continued litigation.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 26th day of October 2026, at Glendale, California.



Ryan Slinger

LAWYERS *for* JUSTICE, PC
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Glendale. California 91203

EXHIBIT 1

LAWYERS FOR JUSTICE, PC

July 19, 2021

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: *CONTEMPORARY SERVICES CORPORATION*

Dear Representative:

We have been retained to represent Samuel Harris, Jr. against Contemporary Services Corporation (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "Contemporary Services") for violations of California wage-and-hour laws. Mr. Harris seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Harris seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Contemporary Services has employed Mr. Harris as an hourly-paid, non-exempt employee from approximately August 2016 to the present, in the State of California.

The "aggrieved employees" that Mr. Harris may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Contemporary Services has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Order 4-2001, 5-2001, and 10-2001.

Contemporary Services required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work related inquiries and waiting in line to clock-in.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-

and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Harris and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Harris and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Contemporary Services required Mr. Harris and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Contemporary Services also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Contemporary Services failed to pay Mr. Harris and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Contemporary Services failed to pay Mr. Harris and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Contemporary Services did not provide Mr. Harris and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Contemporary Services were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Harris and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars ($50) for each aggrieved employee per pay period for the initial violation and one hundred dollars ($100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Harris and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Harris and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Harris and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Harris and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Contemporary Services failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Harris and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Contemporary Services did not provide Mr. Harris and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Order 4-2001, 5-2001, and 10-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Contemporary Services failed to pay Mr. Harris and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Harris and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Contemporary Services failed to pay Mr. Harris and other aggrieved employees for two (2) hours

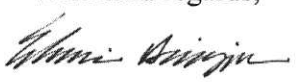
at the employee's regular rate of pay on days in which Mr. Harris and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Harris and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Contemporary Services. These costs include, but are not limited to, the use of personal phones for business-related purposes, the purchasing and maintenance of clothing in compliance with the dress code, and the purchasing and maintenance of work boots in compliance with the dress code.

Therefore, on behalf of all aggrieved employees, Mr. Harris seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Edwin Aiwazian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Contemporary Services Corporation
c/o CSC – Lawyers Incorporating Service
Agent for Service of Process
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

LAWYERS FOR JUSTICE
A PROFESSIONAL CORPORATION
410 WEST ARDEN AVENUE, SUITE 203
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- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Contemporary Services Corporation
c/o CSC – Lawyers Incorporating Service
Agent for Service of Process
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

9590 9402 6539 1028 3154 56

2. Article Number *(Transfer from service label)*

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COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

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EXHIBIT 2

September 18, 2026

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: *CONTEMPORARY SERVICES CORPORATION* – Supplemental Notice for LWDA Case Number LWDA-CM-838464-21

Dear Representative:

We have been retained to represent Samuel Harris, Jr. against Contemporary Services Corporation (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "Contemporary Services") for violations of California wage-and-hour laws. Mr. Harris seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Harris seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3, and supplements Mr. Harris' prior letter sent on July 19, 2021, Case No. LWDA-CM-838464-21.

Contemporary Services has employed Mr. Harris as an hourly-paid, non-exempt employee from approximately August 2016 to August 2024, in the State of California.

The "aggrieved employees" that Mr. Harris may seek penalties on behalf of are all current, and former hourly-paid or non-exempt employees, who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Contemporary Services has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 206.5, 210, 222.5, 223, 226, 226(a), 226.3, 226.7, 227.3, 233,, 246, 246.5, 432, 510, 512, 512(a), 551, 552, 558, 558.1, 1174, 1174(d), 1174.5, 1182.12 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and 2804, and IWC Wage Orders including *inter alia*, Wage Order 4, 4-2001, 5-2001, and 10-2001, and California Code of Regulations, sections Title 8, Section 11040, et seq., Section 11040 Subdivision 5(A), Section 11040 Subdivision 4(C), Subdivision 5(A), 11160(5), Section 3395(d).

Contemporary Services required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and

failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work related inquiries and waiting in line to clock-in.

Contemporary Services' policies and practices which caused and/or contributed to the violations as discussed herein, include: falsifying time records; inaccurately tracking time worked; requiring or permitting aggrieved employees to work off-the-clock; time-shaving; shaving down; adjusting time entries; improperly rounding employee clock-in and clock-out times; not allowing aggrieved employees to report worked time accurately; imposing uncompensated pre-shift and post-shift work (example by requiring aggrieved employees to clock in before the start of their shifts and immediately begin working, and clock out after their shift ended, said clock in and outs were done by Contemporary Services personnel or a computer program); failing to compensate travel time to work and to required examinations as discussed herein; failing to compensate time spent by aggrieved employees waiting in line to undergo COVID-19 temperature and security checks (for example, some aggrieved employees were subject to security checks when an event may have had promotional giveaways, and the event did not allow them to take the promotional items), prior to start and end of their shifts and the start and end of their breaks, and when entering and existing venues; understaffing; single staffing; "call-in" policy, whereby aggrieved employees were scheduled to work "on-call," or on standby and were not appropriately compensated under the law;

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Mr. Harris and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Mr. Harris and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked. Aggrieved employees who worked overtime and were owed overtime wages either were not paid for the overtime work at all, or were paid straight time/regular wages, rather than overtime wages.

Contemporary Services' policies and practices limited the amount of overtime aggrieved employees could be compensated for. For example, Contemporary Services resets the work day at midnight and treats shifts extending into the following day as two separate shifts, such that, when aggrieved employees worked shifts longer than eight (8) hours that extended past midnight, they were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day. Contemporary Services also discourages and impedes aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. Contemporary Services staffed job sites, venues, and locations based on the labor hours or labor budget sets. This policy of limiting overtime, caused aggrieved employees to work off-the-clock before and after their scheduled shift times in order to complete their assigned tasks. Further, these practices described herein, caused other violations as described herein, including meal and rest breaks, minimum wages, and so forth.

Contemporary Services had a policy and practice of causing aggrieved employees to work off-the-clock, before and after their shifts. If an aggrieved employee did clock in before the start of their shift because they were working, or clocked out late because they were working, Contemporary Services adjusted the time records to reflect the scheduled shift time, and not the time worked.

For example, on occasions Contemporary Services would require aggrieved employees to work after their scheduled shifts, even after an event ended, and did not record the time worked by aggrieved employees because the sign-in sheets were no longer available to employees, and/or, aggrieved employees were automatically clocked out at the end time of the scheduled shift. On other occasions, when aggrieved employees did not clock out at their designated shift end-time, Contemporary Services falsified time records, which also resulted aggrieved employees not being compensated for time worked and preventing them from accruing overtime.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Contemporary Services required Mr. Harris and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Contemporary Services also required aggrieved employees to stay on work premises during meal and rest periods. Employees were not provided a meal or rest period at all, or such periods were on-duty, were late, and/or were interrupted. On shifts over ten hours, Contemporary Services failed to provide aggrieved employees with compliant second meal periods and a third rest periods.

Contemporary Services' policies and practices of failing to schedule meal and rest periods, and understaffing and single staffing, and requiring aggrieved employees to be alert and on-duty at all times while at their posts, resulted in a lack of adequate meal and rest period coverage, and thereby prevented aggrieved employees from taking compliant meal and rest periods.

Contemporary Services' policies and practices that caused and/or contributed to the violations described herein, included improper on-duty meal agreements; improper meal period waivers; lack of adequate coverage on posts; requiring on premises rest periods; requiring at least one employee on post at all times; failing to keep track of the start and stop times of meal periods, failing to have a procedure or to allow employees to report a noncompliant meal or rest break; requiring aggrieved employees to pre-sign break sheets, automatically deducted 30 minutes from aggrieved employees' time records when they worked six hours or more in one day, and deducted one hour from their time records when they worked ten (10) or more hours in one day, regardless of whether the employee took a full 30-minute compliant meal period, and requiring aggrieved employees to not, or to inaccurately record their meal periods. Aggrieved employees were also denied compliant meal and rest breaks because time traveling from posts to break areas were counted against the meal and rest periods, thereby reducing their break times. Aggrieved employees were also denied compliant meal and rest breaks because of time spent waiting in line, as discussed herein, was counted against the meal and rest periods, thereby reducing their break times.

Contemporary Services failed to authorize and permit a net 10-minute rest period for every four hours worked or major fraction thereof. Contemporary Services failed to authorize and permit a full ten minutes of "net rest" away from work during rest periods. Contemporary Services failed to maintain payroll code or other mechanism for paying meal and period premiums. Aggrieved employees were also prevented or discouraged from taking compliant meal and rest breaks because of workplace interruptions and being short staffed.

Contemporary Services has a policy/practice wherein it failed and continues to fail to take into consideration all forms of renumeration (including "LA Reg", shift differential pay, incentive pay, and non-discretionary bonuses) into the computation for the regular rate of pay for aggrieved employees. If aggrieved employees were paid overtime, double time, or premium wages, they were not paid at the appropriate regular rates as discussed herein.

In addition, California Labor Code section 226.7(a) defines "recovery period" to mean a cooldown period afforded an employee to prevent heat illness. California Labor Code section 226.7 provides that no employer shall require an employee to work during any recovery period mandated by an applicable order of the California IWC, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health. The applicable General Industry Safety Order provides that "[w]hen the outdoor temperature in the work area exceeds 80 degrees Fahrenheit, the employer shall have and maintain one or more areas with shade at all times while employees are present that are either open to the air or provided with ventilation or cooling." Cal. Code of Reg., Title 8, § 3395(d)(1). Contemporary Services violated California Labor Code section 226.7 and California Code of Regulations, Title 8, section 3395(d), because it failed to provide aggrieved employees with recovery periods.

Pursuant to the applicable Industrial Wage Orders, Contemporary Services were required to provide aggrieved employees with seating when the nature of the work reasonably permits use of seats and suitable seating in reasonable proximity to the work areas for use by employees when they are not engaged in active duty, their work requires standing and such seats would not interfere with the performance of their duties. Contemporary Services failed to provide suitable seating to the aggrieved employees.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Contemporary Services failed to pay Mr. Harris and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, due to the violations discussed herein, including but not limited to, earned and unpaid minimum, overtime, reporting time wages, and premium wages as discussed above. Further, aggrieved employees who were separated from work, had to report to work to collect their last paycheck and were not compensated.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day

of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Contemporary Services failed to pay Mr. Harris and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, reporting time pay, and premium wages as discussed herein.

California Labor Code sections 226 and 432 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. Further, if an employee or applicant signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request. California Labor Code section 1198.5 states that every current and former employee, or their representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance, including education or training records, or to any grievance concerning the employee. During the relevant time period, Contemporary Services did not provide Mr. Harris and other aggrieved employees with complete and accurate itemized wage statements in violation of Labor Code section 226(a), and it also failed to comply with sections 432 and 1198.5 of the California Labor Code. The wage statement violations include, but are not limited to, the failure to include the total hours worked by Mr. Harris and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars ($50) for each aggrieved employee per pay period for the initial violation and one hundred dollars ($100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Harris and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Harris and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Mr. Harris and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Harris and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174 and 1174(d) requires an employer to give required information and report(s) to the commission so that it can carry out its duties, and requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Contemporary Services failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr.

Harris and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

Contemporary Services' record keeping practices fail to comply with Labor Code sections 1174 (c) and (d).

The wage statement deficiencies included, failing to list gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each hourly rate. the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the inclusive dates of the period for which employees were paid; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of Contemporary Services' policies and practices discussed herein.

Additionally, Contemporary Services' practices fail accurately compute wages, premium, and overtime wages, regular rate of pay adjustments, paid time off benefits, and reporting requirements, in the aggrieved employees' wage statements. Due to the violations discussed herein, the wage statements fail to accurately set forth all hourly rates in effect, the accurate corresponding number of hours worked at each hourly rate for the aggrieved employees, regular pay, split shift, reporting time pay, premium pay, overtime and double time pay, sick pay, vacation pay, COVID-19 benefit pay, and so forth. The aggrieved employees are not provided the opportunity to examine their records as required by law. Contemporary Services' wage statements fail to facially comply with Labor Code section 226. As a result of these violations, aggrieved employees could not easily discern information without reference to other documents or information. Due to the violations discussed herein, Contemporary Services' wage statements issues to aggrieved employees are not compliant. Finally, Contemporary Services failed to produce records in full, in response to Labor Code section 226 requests for production as required by law.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. California Labor Code 1182.12 codifies minimum wage as applying to employees who are treated as employed by a single qualified taxpayer, under subdivision (h) of Section 23626 of the Revenue and Taxation Code. California Labor Code section 1194.2 allows employees who prevail in lawsuits for minimum wage violations to recover liquidated damages equal to the amount of unpaid wages plus interest. During the relevant time period, Contemporary Services did not provide Mr. Harris and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock" and violated the above-referenced code sections.

California Labor Code section 1198 provides that "The employment of any employee … under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Order 4-2001, 5-2001, and 10-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. See also California Code of

Regulations, Title 8, section 11160(5)(A). Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Contemporary Services failed to pay Mr. Harris and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Harris and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Contemporary Services failed to pay Mr. Harris and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Harris and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting. For example, aggrieved employees reported to work for their scheduled shifts, and were sent home because they were no longer needed. Contemporary Services failed to pay aggrieved employees reporting time pay when they reported to work for their scheduled shift but were put to work for less than half of the regular schedule.

Aggrieved employees were required to call before their scheduled standby shift to see if they were required to come in and work, and thus were engaged to wait and could not engage in personal activities as they had to be ready to travel to their designated venues on short notice and work their standby shift, and thus, subject to Contemporary Services' control. When scheduled for a "call-in" or standby shift, aggrieved employees were required to call in before their scheduled standby shift to see if they were required to come in and work. Contemporary Services did not pay aggrieved employees for the time they spent waiting to hear whether they needed to report to their designated venue for work on days they ultimately were not called in and were not compensated for the time they spent calling in to see if they were needed.

California Code of Regulations, Title 8, section 11040(4)(C) provides that, "When an employee works a split shift, one (1) hour's pay at the minimum wage shall be paid in addition to the minimum wage for that workday, except when the employee resides at the place of employment." California Code of Regulations, Title 8, defines a split shift as "a work schedule, which is interrupted by non-paid non-working periods established by the employer, other than bona fide rest or meal periods." Contemporary Services did not pay aggrieved employees for split shifts when aggrieved employees returned to work for an additional shift in the same day.

California Labor Code sections 2800, 2802, and 2804 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. Further, any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State. During the relevant time period, Mr. Harris and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Contemporary Services. These costs include, but are not limited to, the use of personal phones for business-related purposes, the purchasing and maintenance of clothing in compliance with the dress code, the purchasing and maintenance of work boots in compliance with the dress code, purchasing tools and supplies to perform work (e.g. flashlights, notepads, and clipboards), requiring aggrieved employees to obtain and purchase licenses as part of their employment, such

as the Security Guard License issued by the California Bureau of Security and Investigative Services (BSIS), also known as a "guard card," that were required for their continued employment, as well as associated costs such as training and examination fees, costs associated with pre-employment/employment medical examinations, physical examinations, and drug testing, travel, mileage, and use of personal vehicles or alternate transportation for work related purposes, (such as being scheduled to work at various venues at different locations, traveling to said venues and traveling to facilitations for examinations as discussed herein).

California Labor Code section 206.5 provides that an employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee. Violation of this section by the employer is a misdemeanor. For purposes of this section, "execution of a release" includes requiring an employee, as a condition of being paid, to execute a statement of the hours he or she worked during a pay period which the employer knows to be false. During the relevant time period, aggrieved employees were required to execute such documents in violation of Labor Code section 206.5.

Labor Code section 223 provides that, where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or contract. By engaging in the unlawful conduct described herein, Contemporary Services secretly paid lower wages than designated by statute.

California Labor Code section 210 provides that every person who fails to pay the wages of each employee as provided in shall be subject to a penalty. Section 210 also lists the costs for initial violations, as well as subsequent violations. During the relevant time period, Contemporary Services failed to pay the wages of Mr. Harris and other aggrieved employees, resulting in violations.

California Labor Code section 222.5 states that no employer shall withhold or deduct from the compensation of any employee, or require any prospective employee or applicant for employment to pay, any fee for, or cost of, any pre-employment medical or physical examination taken as a condition of employment, nor shall any person withhold or deduct from the compensation of any employee, or require any employee to pay any fee for, or costs of, medical or physical examinations required by any law or regulation of federal, state or local governments or agencies thereof. As discussed herein, during the relevant time period, aggrieved employees were subject to such unlawful conditions by Contemporary Services in violation of Labor Code section 222.5.

California Labor Code section 223 provides that where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract. Based on the above-referenced conduct, Contemporary Services violated section 223 with respect to the aggrieved employees.

California Labor Code section 227.3 states that unless provided by a collective-bargaining agreement, whenever an employment contract or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation

shall be paid to him as wages at his final rate in accordance with such contract or policy respecting eligibility or time served. Provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination. The Labor Commissioner or a designated representative, in the resolution of any dispute with regard to vested vacation time, shall apply the principles of equity and fairness. During the relevant time period, aggrieved employees suffered unpaid vacation time in violation of section 227.3.

California Labor Code sections 233, 246, and 246.5 apply to an employer's failure to provide accrued sick leave time and/or Covid benefits. Section 233 provides that any employer who provides sick leave for employees shall permit an employee to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during 6 months at the employee's then rate of entitlement. The designation for sick leave is at the sole discretion of the employee. Section 246 states that an employee who after July 1, 2015 works in California for the same employer for 30 days or more within a year of employment is entitled to paid sick days. Section 246.5 states that upon the oral/written request of an employee, an employer shall provide paid sick days for diagnosis, care, or treatment of an existing health condition of or preventative care for an employee or an employee's family member. Contemporary Services failed to allow aggrieved employees to accrue and use accrued sick time. Contemporary Services deprived aggrieved employees of COVID-19 benefits, including using medical leave and COVID-19 Supplemental Paid Sick Leave, as required by law. During the relevant time period, Contemporary Services violated such above-referenced Labor Code sections with respect to the aggrieved employees.

Therefore, on behalf of all aggrieved employees, Mr. Harris seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Brian St. John
Scarlet Tunney

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Contemporary Services Corporation
c/o CSC – Lawyers Incorporating Service
Agent for Service of Process
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Cc: (By U.S. Certified Mail / Return Receipt Requested)

CONTEMPORARY SERVICES CORPORATION
Attn: Guillermo Tello
Attn: Monique A. Eginli
Attorneys
CLARK HILL LLP
555 Flower Street, 24th Floor
Los Angeles, CA 90071

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Attn: Monique A. Eginli
Attorneys
CLARK HILL LLP
555 Flower Street, 24th Floor
Los Angeles, CA 90071

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CLARK HILL LLP
555 Flower Street, 24th Floor
Los Angeles, CA 90071

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2. Article Number (Transfer from service label)

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PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

EXHIBIT 3

LAWYERS FOR JUSTICE, PC

May 3, 2023

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: *CONTEMPORARY SERVICES CORPORATION*

Dear Representative:

We have been retained to represent Juanita Hawkins-Mosley against Contemporary Services Corporation (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "Contemporary Services") for violations of California wage-and-hour laws. Ms. Hawkins-Mosley seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Hawkins-Mosley seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Contemporary Services employed Ms. Hawkins-Mosley as an hourly-paid, non-exempt employee from approximately August 2019 to approximately July 2022, in the State of California.

The "aggrieved employees" that Ms. Hawkins-Mosley may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Contemporary Services has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, 5-2001, and 10-2001.

Contemporary Services required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, waiting in line to clock-in and/or clock out, responding to work-related inquiries, completing security checks, and donning and/or doffing uniform. Contemporary Services rounded the work time recorded by aggrieved employees in a manner that was not fair and neutral on its face and/or

that favored Contemporary Services over time, resulting in aggrieved employees being underpaid for their time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Hawkins-Mosley and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Hawkins-Mosley and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Contemporary Services required Ms. Hawkins-Mosley and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Contemporary Services also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Contemporary Services failed to pay Ms. Hawkins-Mosley and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Contemporary Services failed to pay Ms. Hawkins-Mosley and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Contemporary Services did not provide Ms. Hawkins-Mosley and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from

Contemporary Services were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Hawkins-Mosley and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars ($50) for each aggrieved employee per pay period for the initial violation and one hundred dollars ($100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Hawkins-Mosley and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Hawkins-Mosley and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Hawkins-Mosley and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Hawkins-Mosley and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Contemporary Services failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Hawkins-Mosley and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, Contemporary Services did not provide Ms. Hawkins-Mosley and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock."

California Labor Code section 1198 provides that "The employment of any employee … under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, and 10-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Contemporary Services failed to

pay Ms. Hawkins-Mosley and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Hawkins-Mosley and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Contemporary Services failed to pay Ms. Hawkins-Mosley and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Hawkins-Mosley and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Hawkins-Mosley and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Contemporary Services. These costs include, but are not limited to, the purchasing and maintenance of clothing and footwear in compliance with the dress code, and the purchasing and maintenance of tools, equipment, and supplies.

Therefore, on behalf of all aggrieved employees, Ms. Hawkins-Mosley seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

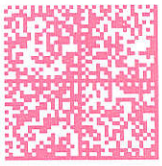


Gabriella Sole, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Contemporary Services Corporation
c/o CSC – Lawyers Incorporating Service
Agent for Service of Process
2710 Gateway Oaks Drive,
Sacramento, CA 95833

Contemporary Services Corporation
c/o Marie D. Davis
LANDEGGER VERANO & DAVIS, ALC
Attorney
15760 Ventura Blvd., Suite 1200
Encino, CA 91436



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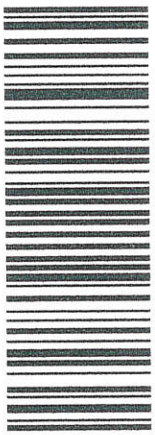

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c/o Marie D. Davis
LANDEGGER VERANO & DAVIS, ALC
Attorney
15760 Ventura Blvd., Suite 1200
Encino, CA 91436

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Contemporary Services Corporation
c/o Marie D. Davis
LANDEGGER VERANO & DAVIS, ALC
Attorney
15760 Ventura Blvd., Suite 1200
Encino, CA 91436

9590 9402 6612 1028 9929 94

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X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

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PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

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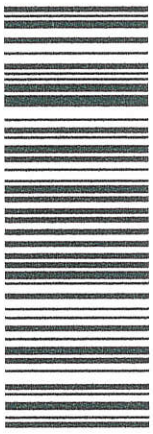

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c/o CSC – Lawyers Incorporating Service
Agent for Service of Process
2710 Gateway Oaks Drive,
Sacramento, CA 95833

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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410 ARDEN AVE, SUITE 203 / GLENDALE, CA 91203

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- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Contemporary Services Corporation
c/o CSC – Lawyers Incorporating Service
Agent for Service of Process
2710 Gateway Oaks Drive,
Sacramento, CA 95833

9590 9402 6612 1028 9930 14

2. Article Number *(Transfer from service label)*

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X ☐ Agent ☐ Addressee

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Estimated Delivery Date			
Sat 05/06/2023			
Certified Mail®			$4.15
Tracking #:			
70210950000151136984			
Return Receipt			$3.35
Tracking #:			
9590 9402 6612 1028 9929 94			
Affixed Postage			-$8.13
Affixed Amount: $8.13			
Total			$0.00
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Clerk: 21

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Domestic Mail Only Hawkins-Mosley vs. Contemporary Svcs. Corp.

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Contemporary Services Corporation
c/o Marie D. Davis
LANDEGGER VERANO & DAVIS, ALC
Attorney
15760 Ventura Blvd., Suite 1200
Encino, CA 91436

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PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Product	Qty	Unit Price	Price
First-Class Mail® Letter Encino, CA 91436 Weight: 0 lb 0.90 oz Estimated Delivery Date Fri 05/05/2023	1		$0.63
Certified Mail® Tracking #: 70210950000151136977			$4.15
Return Receipt Tracking #: 9590 9402 6612 1028 9930 14			$3.35
Affixed Postage Affixed Amount: $8.13			-$8.13
Total			$0.00
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Clerk: 21

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- Return Receipt (electronic) $0.00
- Certified Mail Restricted Delivery $0.00
- Adult Signature Required $0.00
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05/03/2023

Contemporary Services Corporation
c/o CSC – Lawyers Incorporating Service
Agent for Service of Process
2710 Gateway Oaks Drive,
Sacramento, CA 95833

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

EXHIBIT 4

September 18, 2026

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: *CONTEMPORARY SERVICES CORPORATION* – Supplemental Notice for LWDA Case Number LWDA-CM-838464-21

Dear Representative:

We have been retained to represent Juanita Hawkins-Mosley. against Contemporary Services Corporation (including any and all affiliates, subsidiaries, parents, directors, officers, and employees) (collectively referred to as "Contemporary Services") for violations of California wage-and-hour laws. Ms. Hawkins-Mosley seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Hawkins-Mosley seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3, and supplements Ms. Hawkins-Mosley's prior letter sent on May 3, 2023, Case No. LWDA-CM-952492-23.

Contemporary Services has employed Ms. Hawkins-Mosley as an hourly-paid, non-exempt employee from approximately July 2019 to July 2023, in the State of California.

The "aggrieved employees" that Ms. Hawkins-Mosley may seek penalties on behalf of are all current, and former hourly-paid or non-exempt employees, who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Contemporary Services has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 206.5, 210, 222.5, 223, 226, 226(a), 226.3, 226.7, 227.3, 233,, 246, 246.5, 432, 510, 512, 512(a), 551, 552, 558, 558.1, 1174, 1174(d), 1174.5, 1182.12 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and 2804, and IWC Wage Orders including *inter alia*, Wage Order 4, 4-2001, 5-2001, and 10-2001, and California Code of Regulations, sections Title 8, Section 11040, et seq., Section 11040 Subdivision 5(A), Section 11040 Subdivision 4(C), Subdivision 5(A), 11160(5), Section 3395(d).

Contemporary Services required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and

failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work related inquiries and waiting in line to clock-in.

Contemporary Services' policies and practices which caused and/or contributed to the violations as discussed herein, include: falsifying time records; inaccurately tracking time worked; requiring or permitting aggrieved employees to work off-the-clock; time-shaving; shaving down; adjusting time entries; improperly rounding employee clock-in and clock-out times; not allowing aggrieved employees to report worked time accurately; imposing uncompensated pre-shift and post-shift work (example by requiring aggrieved employees to clock in before the start of their shifts and immediately begin working, and clock out after their shift ended, said clock in and outs were done by Contemporary Services personnel or a computer program); failing to compensate travel time to work and to required examinations as discussed herein; failing to compensate time spent by aggrieved employees waiting in line to undergo COVID-19 temperature and security checks (for example, some aggrieved employees were subject to security checks when an event may have had promotional giveaways, and the event did not allow them to take the promotional items), prior to start and end of their shifts and the start and end of their breaks, and when entering and existing venues; understaffing; single staffing; "call-in" policy, whereby aggrieved employees were scheduled to work "on-call," or on standby and were not appropriately compensated under the law;

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Hawkins-Mosley and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Hawkins-Mosley and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked. Aggrieved employees who worked overtime and were owed overtime wages either were not paid for the overtime work at all, or were paid straight time/regular wages, rather than overtime wages.

Contemporary Services' policies and practices limited the amount of overtime aggrieved employees could be compensated for. For example, Contemporary Services resets the work day at midnight and treats shifts extending into the following day as two separate shifts, such that, when aggrieved employees worked shifts longer than eight (8) hours that extended past midnight, they were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day. Contemporary Services also discourages and impedes aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. Contemporary Services staffed job sites, venues, and locations based on the labor hours or labor budget sets. This policy of limiting overtime, caused aggrieved employees to work off-the-clock before and after their scheduled shift times in order to complete their assigned tasks. Further, these practices described herein, caused other violations as described herein, including meal and rest breaks, minimum wages, and so forth.

Contemporary Services had a policy and practice of causing aggrieved employees to work off-the-clock, before and after their shifts. If an aggrieved employee did clock in before the start of their shift because they were working, or clocked out late because they were working, Contemporary Services adjusted the time records to reflect the scheduled shift time, and not the time worked.

For example, on occasions Contemporary Services would require aggrieved employees to work after their scheduled shifts, even after an event ended, and did not record the time worked by aggrieved employees because the sign-in sheets were no longer available to employees, and/or, aggrieved employees were automatically clocked out at the end time of the scheduled shift. On other occasions, when aggrieved employees did not clock out at their designated shift end-time, Contemporary Services falsified time records, which also resulted aggrieved employees not being compensated for time worked and preventing them from accruing overtime.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, Contemporary Services required Ms. Hawkins-Mosley and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. Contemporary Services also required aggrieved employees to stay on work premises during meal and rest periods. Employees were not provided a meal or rest period at all, or such periods were on-duty, were late, and/or were interrupted. On shifts over ten hours, Contemporary Services failed to provide aggrieved employees with compliant second meal periods and a third rest periods.

Contemporary Services' policies and practices of failing to schedule meal and rest periods, and understaffing and single staffing, and requiring aggrieved employees to be alert and on-duty at all times while at their posts, resulted in a lack of adequate meal and rest period coverage, and thereby prevented aggrieved employees from taking compliant meal and rest periods.

Contemporary Services' policies and practices that caused and/or contributed to the violations described herein, included improper on-duty meal agreements; improper meal period waivers; lack of adequate coverage on posts; requiring on premises rest periods; requiring at least one employee on post at all times; failing to keep track of the start and stop times of meal periods, failing to have a procedure or to allow employees to report a noncompliant meal or rest break; requiring aggrieved employees to pre-sign break sheets, automatically deducted 30 minutes from aggrieved employees' time records when they worked six hours or more in one day, and deducted one hour from their time records when they worked ten (10) or more hours in one day, regardless of whether the employee took a full 30-minute compliant meal period, and requiring aggrieved employees to not, or to inaccurately record their meal periods. Aggrieved employees were also denied compliant meal and rest breaks because time traveling from posts to break areas were counted against the meal and rest periods, thereby reducing their break times. Aggrieved employees were also denied compliant meal and rest breaks because of time spent waiting in line, as discussed herein, was counted against the meal and rest periods, thereby reducing their break times.

Contemporary Services failed to authorize and permit a net 10-minute rest period for every four hours worked or major fraction thereof. Contemporary Services failed to authorize and permit a full ten minutes of "net rest" away from work during rest periods. Contemporary Services failed to maintain payroll code or other mechanism for paying meal and period premiums. Aggrieved employees were also prevented or discouraged from taking compliant meal and rest breaks because of workplace interruptions and being short staffed.

Contemporary Services has a policy/practice wherein it failed and continues to fail to take into consideration all forms of renumeration (including "LA Reg", shift differential pay, incentive pay, and non-discretionary bonuses) into the computation for the regular rate of pay for aggrieved employees. If aggrieved employees were paid overtime, double time, or premium wages, they were not paid at the appropriate regular rates as discussed herein.

In addition, California Labor Code section 226.7(a) defines "recovery period" to mean a cooldown period afforded an employee to prevent heat illness. California Labor Code section 226.7 provides that no employer shall require an employee to work during any recovery period mandated by an applicable order of the California IWC, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health. The applicable General Industry Safety Order provides that "[w]hen the outdoor temperature in the work area exceeds 80 degrees Fahrenheit, the employer shall have and maintain one or more areas with shade at all times while employees are present that are either open to the air or provided with ventilation or cooling." Cal. Code of Reg., Title 8, § 3395(d)(1). Contemporary Services violated California Labor Code section 226.7 and California Code of Regulations, Title 8, section 3395(d), because it failed to provide aggrieved employees with recovery periods.

Pursuant to the applicable Industrial Wage Orders, Contemporary Services were required to provide aggrieved employees with seating when the nature of the work reasonably permits use of seats and suitable seating in reasonable proximity to the work areas for use by employees when they are not engaged in active duty, their work requires standing and such seats would not interfere with the performance of their duties. Contemporary Services failed to provide suitable seating to the aggrieved employees.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Contemporary Services failed to pay Ms. Hawkins-Mosley and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, due to the violations discussed herein, including but not limited to, earned and unpaid minimum, overtime, reporting time wages, and premium wages as discussed above. Further, aggrieved employees who were separated from work, had to report to work to collect their last paycheck and were not compensated.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular

payroll period. During the relevant time period, Contemporary Services failed to pay Ms. Hawkins-Mosley and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, reporting time pay, and premium wages as discussed herein.

California Labor Code sections 226 and 432 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. Further, if an employee or applicant signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request. California Labor Code section 1198.5 states that every current and former employee, or their representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance, including education or training records, or to any grievance concerning the employee. During the relevant time period, Contemporary Services did not provide Ms. Hawkins-Mosley and other aggrieved employees with complete and accurate itemized wage statements in violation of Labor Code section 226(a), and it also failed to comply with sections 432 and 1198.5 of the California Labor Code. The wage statement violations include, but are not limited to, the failure to include the total hours worked by Ms. Hawkins-Mosley and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars ($50) for each aggrieved employee per pay period for the initial violation and one hundred dollars ($100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Hawkins-Mosley and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Hawkins-Mosley and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Hawkins-Mosley and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Hawkins-Mosley and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174 and 1174(d) requires an employer to give required information and report(s) to the commission so that it can carry out its duties, and requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Contemporary Services failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Hawkins-Mosley and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

Contemporary Services' record keeping practices fail to comply with Labor Code sections 1174 (c) and (d).

The wage statement deficiencies included, failing to list gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each hourly rate. the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the inclusive dates of the period for which employees were paid; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of Contemporary Services' policies and practices discussed herein.

Additionally, Contemporary Services' practices fail accurately compute wages, premium, and overtime wages, regular rate of pay adjustments, paid time off benefits, and reporting requirements, in the aggrieved employees' wage statements. Due to the violations discussed herein, the wage statements fail to accurately set forth all hourly rates in effect, the accurate corresponding number of hours worked at each hourly rate for the aggrieved employees, regular pay, split shift, reporting time pay, premium pay, overtime and double time pay, sick pay, vacation pay, COVID-19 benefit pay, and so forth. The aggrieved employees are not provided the opportunity to examine their records as required by law. Contemporary Services' wage statements fail to facially comply with Labor Code section 226. As a result of these violations, aggrieved employees could not easily discern information without reference to other documents or information. Due to the violations discussed herein, Contemporary Services' wage statements issues to aggrieved employees are not compliant. Finally, Contemporary Services failed to produce records in full, in response to Labor Code section 226 requests for production as required by law.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. California Labor Code 1182.12 codifies minimum wage as applying to employees who are treated as employed by a single qualified taxpayer, under subdivision (h) of Section 23626 of the Revenue and Taxation Code. California Labor Code section 1194.2 allows employees who prevail in lawsuits for minimum wage violations to recover liquidated damages equal to the amount of unpaid wages plus interest. During the relevant time period, Contemporary Services did not provide Ms. Hawkins-Mosley and other aggrieved employees with the minimum wages to which they were entitled for work performed "off-the-clock" and violated the above-referenced code sections.

California Labor Code section 1198 provides that "The employment of any employee … under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Order 4-2001, 5-2001, and 10-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. See also California Code of Regulations, Title 8, section 11160(5)(A). Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second

reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Contemporary Services failed to pay Ms. Hawkins-Mosley and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Hawkins-Mosley and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Contemporary Services failed to pay Ms. Hawkins-Mosley and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Hawkins-Mosley and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting. For example, aggrieved employees reported to work for their scheduled shifts, and were sent home because they were no longer needed. Contemporary Services failed to pay aggrieved employees reporting time pay when they reported to work for their scheduled shift but were put to work for less than half of the regular schedule.

Aggrieved employees were required to call before their scheduled standby shift to see if they were required to come in and work, and thus were engaged to wait and could not engage in personal activities as they had to be ready to travel to their designated venues on short notice and work their standby shift, and thus, subject to Contemporary Services' control. When scheduled for a "call-in" or standby shift, aggrieved employees were required to call in before their scheduled standby shift to see if they were required to come in and work. Contemporary Services did not pay aggrieved employees for the time they spent waiting to hear whether they needed to report to their designated venue for work on days they ultimately were not called in and were not compensated for the time they spent calling in to see if they were needed.

California Code of Regulations, Title 8, section 11040(4)(C) provides that, "When an employee works a split shift, one (1) hour's pay at the minimum wage shall be paid in addition to the minimum wage for that workday, except when the employee resides at the place of employment." California Code of Regulations, Title 8, defines a split shift as "a work schedule, which is interrupted by non-paid non-working periods established by the employer, other than bona fide rest or meal periods." Contemporary Services did not pay aggrieved employees for split shifts when aggrieved employees returned to work for an additional shift in the same day.

California Labor Code sections 2800, 2802, and 2804 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. Further, any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State. During the relevant time period, Ms. Hawkins-Mosley and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Contemporary Services. These costs include, but are not limited to, the use of personal phones for business-related purposes, the purchasing and maintenance of clothing in compliance with the dress code, the purchasing and maintenance of work boots in compliance with the dress code, purchasing tools and supplies to perform work (e.g. flashlights, notepads, and clipboards), requiring aggrieved employees to obtain and purchase licenses as part of their employment, such as the Security Guard License issued by the California Bureau of Security and Investigative Services (BSIS), also known as a "guard card," that were required for their continued

employment, as well as associated costs such as training and examination fees, costs associated with pre-employment/employment medical examinations, physical examinations, and drug testing, travel, mileage, and use of personal vehicles or alternate transportation for work related purposes, (such as being scheduled to work at various venues at different locations, traveling to said venues and traveling to facilitations for examinations as discussed herein).

California Labor Code section 206.5 provides that an employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee. Violation of this section by the employer is a misdemeanor. For purposes of this section, "execution of a release" includes requiring an employee, as a condition of being paid, to execute a statement of the hours he or she worked during a pay period which the employer knows to be false. During the relevant time period, aggrieved employees were required to execute such documents in violation of Labor Code section 206.5.

Labor Code section 223 provides that, where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or contract. By engaging in the unlawful conduct described herein, Contemporary Services secretly paid lower wages than designated by statute.

California Labor Code section 210 provides that every person who fails to pay the wages of each employee as provided in shall be subject to a penalty. Section 210 also lists the costs for initial violations, as well as subsequent violations. During the relevant time period, Contemporary Services failed to pay the wages of Ms. Hawkins-Mosley and other aggrieved employees, resulting in violations.

California Labor Code section 222.5 states that no employer shall withhold or deduct from the compensation of any employee, or require any prospective employee or applicant for employment to pay, any fee for, or cost of, any pre-employment medical or physical examination taken as a condition of employment, nor shall any person withhold or deduct from the compensation of any employee, or require any employee to pay any fee for, or costs of, medical or physical examinations required by any law or regulation of federal, state or local governments or agencies thereof. As discussed herein, during the relevant time period, aggrieved employees were subject to such unlawful conditions by Contemporary Services in violation of Labor Code section 222.5.

California Labor Code section 223 provides that where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract. Based on the above-referenced conduct, Contemporary Services violated section 223 with respect to the aggrieved employees.

California Labor Code section 227.3 states that unless provided by a collective-bargaining agreement, whenever an employment contract or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract or policy respecting eligibility or time served. Provided, however, that an employment contract or employer policy

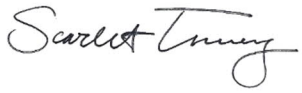
shall not provide for forfeiture of vested vacation time upon termination. The Labor Commissioner or a designated representative, in the resolution of any dispute with regard to vested vacation time, shall apply the principles of equity and fairness. During the relevant time period, aggrieved employees suffered unpaid vacation time in violation of section 227.3.

California Labor Code sections 233, 246, and 246.5 apply to an employer's failure to provide accrued sick leave time and/or Covid benefits. Section 233 provides that any employer who provides sick leave for employees shall permit an employee to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during 6 months at the employee's then rate of entitlement. The designation for sick leave is at the sole discretion of the employee. Section 246 states that an employee who after July 1, 2015 works in California for the same employer for 30 days or more within a year of employment is entitled to paid sick days. Section 246.5 states that upon the oral/written request of an employee, an employer shall provide paid sick days for diagnosis, care, or treatment of an existing health condition of or preventative care for an employee or an employee's family member. Contemporary Services failed to allow aggrieved employees to accrue and use accrued sick time. Contemporary Services deprived aggrieved employees of COVID-19 benefits, including using medical leave and COVID-19 Supplemental Paid Sick Leave, as required by law. During the relevant time period, Contemporary Services violated such above-referenced Labor Code sections with respect to the aggrieved employees.

Therefore, on behalf of all aggrieved employees, Ms. Hawkins-Mosley seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,



Brian St. John
Scarlet Tunney

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c/o CSC – Lawyers Incorporating Service
Agent for Service of Process
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Cc: (By U.S. Certified Mail / Return Receipt Requested)

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Harris vs. Contemporary Services Corporation
Amended PAGA Notice 1

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Harris vs. Contemporary Services Corporation
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Attn: Guillermo Tello
Attn: Monique A. Eginli
Attorneys
CLARK HILL LLP
555 Flower Street, 24th Floor
Los Angeles, CA 90071

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EXHIBIT 5

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Labor Code Private Attorneys General Act ("PAGA") Settlement Agreement and Release ("Settlement Agreement" or "Settlement") is entered into by and between Plaintiff Samuel Harris, Jr., individually and in his representative capacity as a private attorney general on behalf of the State of California ("Plaintiff Harris Jr."), and Plaintiff Juanita Hawkins-Mosley, individually and in her representative capacity as a private attorney general on behalf of the State of California ("Plaintiff Hawkins-Mosley") (Plaintiff Harris Jr. and Plaintiff Hawkins-Mosley collectively "Plaintiffs" and individually may be referred to as "Plaintiff"), for themselves and as a representative of the State of California with respect to the Aggrieved Employees (as defined in Section 3(a)(6) below) and Contemporary Services Corporation ("Defendant" or "CSC"), subject to approval by the Court. The term "Party" or "Parties" as used herein shall refer to Plaintiffs, Defendant, or both, as may be appropriate.

1. **Recitals**. This Settlement Agreement is made with reference to the following facts:

(a) Plaintiffs are former employees of Defendant. Plaintiff Samuel Harris, Jr. was employed by Defendant from approximately August 2016 to approximately August 2024. Plaintiff Juanita Hawkins-Mosley was employed by Defendant from approximately July 2019 to approximately July 2023;

(b) On July 19, 2021 Lawyers *for* Justice, PC ("Plaintiffs' Counsel"), submitted a letter on behalf of Plaintiff Samuel Harris, Jr. to the California Labor and Workforce Development Agency ("LWDA") and Defendant, to notify the LWDA and Defendant, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA") of Plaintiff Harris Jr.'s intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, and 10-2001, thereby initiating LWDA Case Number LWDA-CM-838464-21 (the "Harris, Jr. PAGA Notice");

(c) On May 3, 2023, Plaintiffs' Counsel submitted a letter on behalf of Plaintiff Juanita Hawkins-Mosley to the LWDA and Defendant to notify the LWDA and Defendant of Plaintiff Hawkins-Mosley's intent to seek civil penalties for PAGA for Defendant's violation of the California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, and 10-2001, thereby initiating LWDA Case Number LWDA-CM-952492-23 (the "Hawkins-Mosley PAGA Notice");

(d) On September 18, 2026, Plaintiffs' Counsel submitted a supplemental letter on behalf of Plaintiff Harris Jr. to the LWDA and Defendant to notify the LWDA and Defendant of Plaintiff Harris Jr.'s intent to seek civil penalties for PAGA for Defendant's violation of the California Labor Code sections 201, 202, 203, 204, 206.5, 210, 222.5, 223, 226, 226(a), 226.3, 226.7, 227.3, 233, 246, 246.5, 432, 510, 512, 512(a), 551, 552, 558, 558.1, 1174, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and 2804, and IWC Wage Orders including *inter alia*, Wage Order 4, 4-2001, 5-2001, and 10-2001, and California Code of Regulations, sections Title 8, Section 11040, et seq., Section 11040 Subdivision

5(A), Section 11040 Subdivision 4(C), Subdivision 5(A), 11160(5), Section 3395(d) (Submission Name AP-6843623) (the "Harris, Jr. supplemental PAGA Notice");

(e) On September 18, 2026, Plaintiffs' Counsel submitted a supplemental letter on behalf of Plaintiff Hawkins-Mosley to the LWDA and Defendant to notify the LWDA and Defendant of Plaintiff Harris Jr.'s intent to seek civil penalties for PAGA for Defendant's violation of the California Labor Code sections 201, 202, 203, 204, 206.5, 210, 222.5, 223, 226, 226(a), 226.3, 226.7, 227.3, 233, 246, 246.5, 432, 510, 512, 512(a), 551, 552, 558, 558.1, 1174, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and 2804, and IWC Wage Orders including *inter alia*, Wage Order 4, 4-2001, 5-2001, and 10-2001, and California Code of Regulations, sections Title 8, Section 11040, et seq., Section 11040 Subdivision 5(A), Section 11040 Subdivision 4(C), Subdivision 5(A), 11160(5), Section 3395(d) (Submission Name AP-6843656) the "Hawkins-Mosley supplemental PAGA Notice") (the "Hawkins-Mosley PAGA Notice", the "Harris, Jr. PAGA Notice", the "Harris, Jr. supplemental PAGA Notice" and the "Hawkins-Mosley supplemental PAGA Notice" are collectively referred to hereinafter as the "PAGA Notices");

(f) Unless otherwise specified, all citations and references to the PAGA statute are to the version of that statute prior to the recent amendment effective July 1, 2024; the amended statute does not apply to the Actions, or the Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the PAGA Notices to the Labor and Workforce Development Agency was filed prior to June 19, 2024;

(g) On September 22, 2021 Plaintiff Harris, Jr. filed his Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("*Harris, Jr.* Complaint"), commencing a representative action under PAGA against Defendant, entitled *Samuel Harris Jr. v. Contemporary Services Corporation*, Los Angeles County Superior Court Case No. 21TRCV00684 (the "*Harris, Jr.* Action"). The *Harris, Jr.* Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(h) On July 11, 2023, Plaintiff Hawkins-Mosley filed her Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("*Hawkins-Mosley* Operative Complaint"), commencing a representative action under PAGA against Defendant, entitled *Juanita Hawkins-Mosley v. Contemporary Services Corporation*, Alameda County Superior Court Case No. 23CV038138 (the "*Hawkins-Mosley* Complaint"). The *Hawkins-Mosley* Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;. On December 19, 2024, the action was transferred to Los Angeles Superior Court and assigned Case No. 24STCV33481 (the "*Hawkins-Mosley* Action");

(i) On September 18, 2026, for purposes of settlement approval and entry of judgment based thereon, Defendant and Plaintiff Harris, Jr. and Plaintiff Hawkins-Mosley jointly stipulated for the action entitled *Harris v. Contemporary Services Corporation*, Los Angeles County Superior Court, Case No. 21STCV29242 to be consolidated with the actions entitled *Harris v. Contemporary Services Corporation*, Los Angeles County Superior Court, Case No. 21TRCV00684, and *Hawkins-Mosley v. Contemporary Services Corporation*, Los Angeles County Superior Court, Case No. 24STCV33481 and for Plaintiff Harris, Jr. and Plaintiff Hawkins-Mosley

to have leave to file the First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, *Et Seq*.

(j) In the *Harris, Jr.* Action, Plaintiff Harris, Jr. and Plaintiff Hawkins-Mosley will file the First Amended Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (together with the *Harris, Jr.* Complaint, referred hereinafter as the "*Harris, Jr., et al.* Operative Complaint"), for their representative action under PAGA against Defendant, entitled *Samuel Harris Jr., et al. v. Contemporary Services Corporation*, Los Angeles County Superior Court Case No. 21TRCV00684. The *Harris, Jr., et al.* Operative Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders, (the "*Harris, Jr.* Action" and the "*Hawkins-Mosley* Action" are collectively referred to hereinafter as the , "the Actions").

(k) On August 14, 2025, the Parties mediated the Actions with Steve Pearl, Esq. and, with the aid of the mediator's evaluation, the Parties ultimately reached the Settlement described herein to resolve the Actions in their entireties;

(l) During the pendency of the Actions and prior to mediation, Plaintiffs obtained, through informal discovery, various documents and information that allowed both sides to evaluate the potential exposure and potential risk, including policies and procedures related to the claims alleged in the Actions, Plaintiffs' personnel files, payroll and time records, and a sample of time and pay records for the Aggrieved Employees.

(m) There has been no determination on the merits of the Actions or the PAGA Notices but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Actions and claims (as set forth below).

2. **No Admission of Liability, Wrongdoing, or Representative Manageability for Other Purposes**. The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind. This Settlement Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Settlement Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Actions and the PAGA Notices have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Actions have merit. The Parties agree that representative treatment is for purposes of this Settlement only. The Settlement, this Settlement Agreement and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Settlement Agreement).

3. **Consideration**.

(a) In consideration for Plaintiffs signing this Settlement Agreement and complying with its terms, Defendant shall pay the maximum gross sum of Three Million Dollars and Zero Cents ($3,000,000.00) (the "Total Settlement Amount"), subject to possible increase pursuant to Section 3(b) below, to resolve the Actions and claims as set forth below, which will be paid as follows:

(1) Attorneys' fees in the amount of Thirty-Five Percent (35%) of the Total Settlement Amount, which is One Million and Fifty Thousand Dollars and Zero Cents ($1,050,000.00) if, pursuant to Section 3(b) the Total Settlement Amount remains $3,000,000.00, which Defendant will not contest provided that it does not exceed this amount. These attorneys' fees are herein referred to as "Attorneys' Fees;"

(2) Reimbursement of litigation costs and expenses incurred by Plaintiffs' Counsel to pursue the Actions, in the amount of up to Thirty Five Thousand Dollars and Zero Cents ($35,000.00) ("Attorneys' Costs") (collectively, Attorneys' Fees and Attorneys' Costs are referred to as "Attorneys' Fees and Costs") to Plaintiffs' Counsel, which Defendant will not contest provided that it does not exceed this amount.

(3) A general release fee of up to the amount of Ten Thousand Dollars and Zero Cents ($10,000.00) ("General Release Fee") each to Plaintiff Harris Jr. and to Plaintiff Hawkins-Mosley, which Defendant will not contest provided that do not exceed these amounts, in exchange for Plaintiffs' broader individual release of claims and California Civil Code section 1542 waiver, as set forth in Section 7(c) below. For Plaintiff Harris Jr., $500.00 of his portion of the General Release Fee will be on account of Plaintiff Harris Jr.'s claims, damages, losses and as consideration for release of Plaintiff Harris Jr.'s ADEA Claims. Plaintiffs' Counsel will seek Court approval for each General Release Fee. If the Court approves each General Release Fee for either or both Plaintiffs less than the amount requested, the Settlement Administrator will retain the remainder in the Net Settlement Amount to be distributed as LWDA PAGA Payment and Individual Settlement Shares.

(4) Costs and expenses of administration of the Settlement up to the amount of Ninety Thousand Dollars and Zero Cents ($90,000.00) ("Settlement Administration Costs") to CPT Group, Inc. (the "PAGA Settlement Administrator"). The Parties obtained numerous bids from well regarded third-party administrators and selected CPT Group, Inc. as it provided the most cost-effective bid.

(5) The amounts stated in Sections 3(a)(1) – 3(a)(4) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount."

(6) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) will be distributed to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the PAGA Period (the "Aggrieved Employees"). The period August 16, 2019 to August 14, 2025 is the "PAGA Period." The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the "Employees' Portion."

(7) The Total Settlement Amount shall be funded by Defendant to the Settlement Administrator in 36 equal monthly installments, beginning in October 2026, in accordance with the following schedule:

i. Installment Payment 1: $83,333.33 funded on or before October 1, 2026.
ii. Installment Payment 2: $83,333.33 funded on or before November 2, 2026.

iii. Installment Payment 3: $83,333.33 funded on or before December 1, 2026.
iv. Installment Payment 4: $83,333.33 funded on or before January 5, 2027.
v. Installment Payment 5: $83,333.33 funded on or before February 1, 2027.
vi. Installment Payment 6: $83,333.33 funded on or before March 1, 2027.
vii. Installment Payment 7: $83,333.33 funded on or before April 1, 2027.
viii. Installment Payment 8: $83,333.33 funded on or before May 1, 2027.
ix. Installment Payment 9: $83,333.33 funded on or before June1, 2027.
x. Installment Payment 10: $83,333.33 funded on or before July 1, 2027.
xi. Installment Payment 11: $83,333.33 funded on or before August 2, 2027.
xii. Installment Payment 12: $83,333.33 funded on or before September 1, 2027.
xiii. Installment Payment 13: $83,333.33 funded on or before October 1, 2027.
xiv. Installment Payment 14: $83,333.33 funded on or before November 1, 2027.
xv. Installment Payment 15: $83,333.33 funded on or before December 1, 2027.
xvi. Installment Payment 16: $83,333.33 funded on or before January 3, 2028.
xvii. Installment Payment 17: $83,333.33 funded on or before February 1, 2028.
xviii. Installment Payment 18: $83,333.33 funded on or before March 1, 2028.
xix. Installment Payment 19: $83,333.33 funded on or before April 3, 2028.
xx. Installment Payment 20: $83,333.33 funded on or before May 1, 2028.
xxi. Installment Payment 21: $83,333.33 funded on or before June 1, 2028.
xxii. Installment Payment 22: $83,333.33 funded on or before July 3, 2028.
xxiii. Installment Payment 23: $83,333.33 funded on or before August 1, 2028.
xxiv. Installment Payment 24: $83,333.33 funded on or before September 1, 2028.
xxv. Installment Payment 25: $83,333.33 funded on or before October 2, 2028.
xxvi. Installment Payment 26: $83,333.33 funded on or before November 1, 2028.

xxvii. Installment Payment 27: $83,333.33 funded on or before December 1, 2028.
xxviii. Installment Payment 28: $83,333.33 funded on or before January 2, 2029.
xxix. Installment Payment 29: $83,333.33 funded on or before February 1, 2029.
xxx. Installment Payment 30: $83,333.33 funded on or before March 1, 2029.
xxxi. Installment Payment 31: $83,333.33 funded on or before April 2, 2029.
xxxii. Installment Payment 32: $83,333.33 funded on or before May 1, 2029.
xxxiii. Installment Payment 33: $83,333.33 funded on or before June 1, 2029.
xxxiv. Installment Payment 34: $83,333.33 funded on or before July 2, 2029.
xxxv. Installment Payment 35: $83,333.33 funded on or before August 1, 2029.
xxxvi. Installment Payment 36: $83,333.45, plus any additional amount due as a result of section 3(b) funded on or before September 4, 2029.

(b) Defendant estimates that there are approximately 37,189 Aggrieved Employees who collectively worked a total of approximately 755,000 Compensable Pay Periods during the period from October 16, 2019 to August 14, 2025. If the actual number of Compensable Pay Periods during the PAGA Period exceeds 792,750 Compensable Pay Periods (meaning, more than 5% above the estimate, i.e. 755,000 Compensable Pay Periods + 37,750 Compensable Pay Periods), then the Total Settlement Amount will increase proportional to the percentage increase for each additional Compensable Pay Periods above 792,750. By way of example, if the total number of Compensable Pay Periods is 6% over 755,000, the Total Settlement Amount will increase by 1%. Defendant will inform Plaintiffs' Counsel of the actual Compensable Pay Periods count prior to the Court's hearing on approving the Settlement.

(c) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, General Release Fee, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required. This means that one hundred percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes with respect to those payments and Aggrieved Employees' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS. The Aggrieved Employees assumes full responsibility and liability for employee taxes owed on each of their respective Individual Settlement Shares.

4. **Court Approval is Required**. Plaintiffs understand and agrees that the State of California and Aggrieved Employees, including Plaintiffs, would not receive the consideration specified in Section 3(a) above, except for Plaintiffs' execution of this Settlement

Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

5. **Approval and Implementation of the PAGA Settlement**.

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Actions to implement the settlement and terminate the Actions pursuant to settlement (i.e., to terminate the Actions by way of judgment or dismissal).

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiffs' Counsel. Plaintiffs' Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Monique Eginli and Guillermo Tello of Clark Hill LLP ("Defendant's Counsel") for review; Defendant's Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable. If the Parties disagree on any aspect of the proposed motion and/or the supporting declarations and documents, Plaintiffs' Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Actions and close the Actions based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

6. **Payment of Total Settlement Amount / Notice to Recipients**.

(a) Subject to Section 4 above, Defendant's obligation to fund the sums described more fully in Section 3(a) above, is conditioned on all of the following occurring: (i) the Settlement Agreement is fully executed by all Parties and their counsel; (ii) the Court enters a Judgment on its Order Approving the PAGA Settlement and (iii) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment or (b) if there is an appeal of the Judgment, the date that the appeal is fully resolved.

(b) The Administrator will disburse the entire Total Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Total Settlement Amount will revert to Defendant.

(c) No later than fourteen (14) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) Compensable Pay Periods.

(d) No later than seven (7) calendar days after Defendant provides the Aggrieved Employees List to the PAGA Settlement Administrator, the Settlement Administrator shall determine whether the escalator clause set forth in Section 3(b) has been triggered and inform the Parties of this, it this has not already been determined and agreed to at an earlier time.

(e) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, as outlined in Section "3(a)(4)". If the date by which payment by Defendant is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(f) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked during the PAGA Period ("Compensable Pay Periods"), which will be based on Defendant's payroll records. The Compensable Pay Periods will be calculated by Defendant by the actual counts of payroll checks with pay for regular hours worked issued during the PAGA Period to Aggrieved Employees. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods they are individually credited with by the total aggregate number of Compensable Pay Periods credited to all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(g) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "Exhibit A", in the following manner:

(1) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List, and update addresses for Aggrieved Employees to the extent updated addresses are located through the NCOA search.

(2) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(3) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

(h) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and installment payments sufficient to pay the full amount allocated as the LWDA Payment, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(i) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiffs' Counsel, unless instructed otherwise by Plaintiffs' Counsel. At the request of Plaintiffs' Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by Plaintiffs' Counsel.

(j) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Installment Payment 1, the PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiffs.

(k) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

(l) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Total Settlement Amount.

7. **Release of Claims by Plaintiffs, Aggrieved Employees, and the State of California**.

(a) Effective upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiffs and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendant, including Defendant's current and former parent corporations, affiliates, subsidiaries, divisions, predecessors, insurers, successors, assigns, and their current and former executive-level employees, attorneys, officers, directors, shareholders, owners, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Actions and from any and all claims, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq*. ("PAGA") as well as any interest, fees, and costs available under PAGA, that were alleged, or reasonably could have been alleged, based on the factual allegations in the *Harris, Jr., et al.* Operative Complaint, the Actions,

and PAGA Notices, including but not limited to, for failure to pay minimum, regular, overtime, double time, reporting time, stand-by, call-in, and split shift wages, failure to pay vested vacation time, failure to provide and pay accrued sick leave and/or Covid benefits, failure to maintain the designated wage scale, failure to provide recovery periods, failure to provide suitable seating, failure to provide rest days from work, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain itemized, complete and accurate payroll records, requiring execution of a release of claims or rights on account of wages due without payment of those wages having been made, withholding or deducting from the compensation and/or requiring prospective employee to pay any fee or cost for any pre-employment medical or physical examination taken as a condition of employment, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 206.5, 210, 222.5, 223, 226, 226(a), 226.3, 226.7, 227.3, 233, 246, 246.5, 432, 510, 512, 512(a), 551, 552, 558, 558.1, 1174, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and 2804, and IWC Wage Orders including *inter alia*, Wage Order 4, 4-2001, 5-2001, and 10-2001, and California Code of Regulations, sections Title 8, Section 11040, et seq., Section 11040 Subdivision 5(A), Section 11040 Subdivision 4(C), Subdivision 5(A), 11160(5), Section 3395(d) (collectively, the "Released Claims").

(b) Effective upon the date the Court has entered an order approving the Settlement Agreement and full funding of the General Release Fee to Plaintiffs, and except as to the rights and obligations created by this Settlement Agreement, each Plaintiff Harris Jr. and Plaintiff Hawkins-Mosley, individually and on behalf of their respective former and present spouses, heirs, executors, administrators, representatives, agents, attorneys, successors, and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Defendant and Released Parties, to the full extent permitted by law, from any and all claims transactions, penalties, occurrences, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of act, of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiffs have or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiffs' respective employments with Defendant and the termination of their respective employments, including without limitation claims arising under federal, state, or local laws and claims for (1) alleged unpaid wages (including minimum wages, overtime wages, meal break premium wages, and rest break premium wages), claims related to timely payment of wages, alleged unpaid meal and rest break premiums, alleged itemized wage statement penalties, alleged waiting time penalties under the California Labor Code, or relief under Business & Professions Code (including Section 17200 *et seq.),* and claims for restitution and other equitable relief; penalties, liquidated damages, impairment of economic opportunity, , (2) all claims for wrongful termination in violation of public policy; (3) any and all claims of discrimination, retaliation, harassment, failure to prevent harassment or discrimination or retaliation, failure to accommodate, failure to engage in the interactive process, and all other violations under any local, state or federal law, regulation or ordinance; including, but not limited to: Title VII of the Civil Rights Act; the Americans with Disabilities Act; the Age Discrimination in Employment Act; the Older Workers Benefit Protection Act of 1990; the Family and Medical Leave Act; the National Labor Relations Act; the Consolidated Omnibus Budget Reconciliation Act of 1985; the California Fair Employment and Housing Act; Gov. Code §12940 et seq. and the Fair Labor Standards Act; the Rehabilitation Act; Executive Order

11246; Executive Order 11141; the Federal Worker Adjustment and Retraining Notification Act; the California Worker Adjustment and Retraining Notification Act; the California Family Rights Act; the California Industrial Welfare Commission Wage Orders; the California Labor Code (with the exception of claims under the California Workers Compensation Act); Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990; the California Constitution, the Civil Rights Act of 1866, (4) all claims for breach of express, oral and implied contract, breach of the covenant of good faith and fair dealing, estoppel, negligence, violation of public policy, negligent and intentional infliction of emotional distress, negligent or intentional misrepresentation, negligent or intentional interference with contractual relations or prospective economic advantage, defamation, invasion of privacy, libel, slander, fraud, failure to prevent and remedy harassment and retaliation, failure to accommodate; the California Business and Professions Code; (5) all claims of wrongful termination in violation of public policy; (6) all claims of negligent hiring, supervision, and retention of employee(s); and (7) all civil and statutory penalties of any kind under federal, state, or local law.

(c) With respect to those claims released by Plaintiff Harris Jr. and Plaintiff Hawkins-Mosley in their individual capacities, each Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

> **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.**

Each Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by them to exist may hereafter be discovered. It is each Plaintiff's intention to, effective upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, settle fully and release all claims they now have against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiffs shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, ERISA, or other claims that may not be released by law.

(d) Acknowledgment of Rights and Waiver of Claims Under the Age Discrimination in Employment Act ("ADEA Claims"). Plaintiff Harris Jr. fully understands, acknowledges and agrees that among his individual claims he is waiving, releasing and forever discharging by the execution of this Settlement Agreement as outlined in Section "7(b)" are all claims arising under the Federal Age Discrimination in Employment Act of 1967 (ADEA), 29 U.S.C. section 621 *et seq*. With respect to the waiver of ADEA claims, Plaintiff Harris Jr. further fully understands, acknowledges and agrees that:

> **Plaintiff Harris Jr. acknowledges that Defendant has advised him that he should consult with an attorney of his choosing prior to signing this Settlement Agreement and that he has no less than twenty-one (21) days during which to consider the provisions of this Settlement Agreement, although he may sign and return it sooner.**

Plaintiff Harris Jr. has carefully read and fully understands all of the provisions of this Settlement Agreement, which is written in a manner that he clearly understands.

Plaintiff Harris Jr. is, through this Settlement Agreement, releasing Defendant from any and all claims he may have against them arising before the execution of this Settlement Agreement.

Once Plaintiff Harris Jr. signs this document, Plaintiff Harris Jr. may not file an action seeking to revoke it without returning his General Release Fee to Defendant.

Plaintiff Harris Jr. knowingly and voluntarily agrees to all of the terms in this Settlement Agreement.

Plaintiff Harris Jr. knowingly and voluntarily intends to be legally bound by this Settlement Agreement.

Plaintiff Harris Jr. understands that rights or claims under the Age Discrimination in Employment Act of 1967 (29 U.S.C. §§ 621-634) that may arise after the date this Settlement Agreement is signed are not waived.

Plaintiff Harris Jr. understands that he has a period of seven (7) calendar days after the date that he signs this Settlement Agreement to revoke his acceptance of the ADEA release provisions of this Settlement Agreement by delivering a written notification in person, by messenger or by facsimile addressed to Defendant's counsel, Guillermo Tello, Esq., Clark Hill, LLP, 555 South Flower Street, 24th Floor, Los Angeles, CA 90071; Facsimile: (213) 488-1178 no later than 5:00 p.m. on the seventh (7th) calendar day after Plaintiff Harris Jr. signed this Settlement Agreement. **Plaintiff Harris Jr.'s ADEA release and the ADEA consideration provisions in this Settlement Agreement will not become binding and effective until and unless the 7-day Revocation Period expires without Plaintiff Harris Jr. exercising Plaintiff Harris Jr.'s right to revoke.**

8. **Governing Law and Interpretation**.

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

9. **Amendment**. This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

10. **Miscellaneous**.

(a) The Parties agree to stay all proceedings in the Actions, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Steve Pearl, Esq. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty prior the Settlement Agreement to being finalized and executed by the Parties and thereafter, to a court of competent jurisdiction.

(e) If Plaintiffs or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

(f) Defendant will cooperate and provide any necessary documentation to obtain approval of the payment plan for the Settlement.

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

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

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

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

(k) Use and Return of Aggrieved Employees' Data. Information provided to Plaintiffs' Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Aggrieved Employees' Data provided to Plaintiffs' Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the PAGA Settlement Administrator notifies the Parties of distribution of the entire Total Settlement Amount, Plaintiff shall destroy, all paper and electronic versions of Aggrieved Employees' Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Plaintiffs' Counsel for the return, rather than the destructions, of Aggrieved Employees' Data.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFFS AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: _____,2026

Samuel Harris, Jr.
Individually and On Behalf of
the State of California with Respect to Aggrieved Employees

Date: 10/05/2026 ,2026

Electronically Signed 2026-10-05 20:15:08 UTC - 107.115.29.105
Juanita Hawkins-Mosley
Nintex AssureSign® 26392dce-b725-412f-9fd2-b4da01498752

Juanita Hawkins-Mosley
Individually and On Behalf of
the State of California with Respect to Aggrieved Employees

CONTEMPORARY SERVICES CORPORATION

Date: 09/28, 2026

Scott Leavitt

Name: Scott Leavitt
Title: Vice President/General Counsel

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Approved as to form.

LAWYERS *FOR* JUSTICE, PC

Date: October 08, 2026

Arby Aiwazian
Joanna Ghosh
Brian St. John
Scarlet Tunney
Attorneys for Plaintiffs Samuel Harris, Jr. and Juanita Hawkins-Mosley

CLARK HILL LLP

Date: September 29, 2026

Guillermo Tello
Monique A. Eginli
Attorneys for Defendant Contemporary Services Corporation

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Samuel Harris Jr. v. Contemporary Services Corporation*, Los Angeles County Superior Court Case No. 21TRCV00684 and *Juanita Hawkins-Mosley v. Contemporary Services Corporation*, Alameda County Superior Court Case No. 23CV038138

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuits entitled *Samuel Harris Jr. v. Contemporary Services Corporation*, Los Angeles County Superior Court Case No. 21TRCV00684 ("*Harris, Jr.* Action*")* and *Juanita Hawkins-Mosley v. Contemporary Services Corporation*, Alameda County Superior Court Case No. 23CV038138 (the "*Hawkins-Mosley* Action," together with the *Harris, Jr.* Action, "the Actions").

The *Harris, Jr.* Action was filed on September 22, 2021 by Samuel Harris, Jr. ("Plaintiff Harris, Jr.") against their former employer, on behalf of the State of California, with respect to themselves and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on July 19, 2021, Plaintiff Harris, Jr. submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, and 10-2001, thereby initiating LWDA Case Number LWDA-CM-838464-21 (the "Harris, Jr. PAGA Notice").

The *Hawkins-Mosley* Action was filed on July 11, 2023 by Juanita Hawkins-Mosley ("Plaintiff Hawkins-Mosley" together with Plaintiff Harris, Jr., "Plaintiffs") against their former employer, on behalf of the State of California, with respect to themselves and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on May 3, 2023, Plaintiff Hawkins-Mosley submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, 5-2001, and 10-2001, thereby initiating LWDA Case Number LWDA-CM-952492-23 (the "Hawkins-Mosley PAGA Notice", together with the Harris, Jr. PAGA Notice, the "PAGA Notices").

On September 18, 2026, Plaintiffs' Counsel submitted a supplemental letter on behalf of Plaintiff Harris Jr. to the LWDA and Defendant to notify the LWDA and Defendant of Plaintiff Harris Jr.'s intent to seek civil penalties for PAGA for Defendant's violation of the California Labor Code sections 201, 202, 203, 204, 206.5, 210, 222.5, 223, 226, 226(a), 226.3, 226.7, 227.3, 233, 246, 246.5, 432, 510, 512, 512(a), 551, 552, 558, 558.1, 1174, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and 2804, and IWC Wage Orders including *inter alia*, Wage Order 4, 4-2001, 5-2001, and 10-2001, and California Code of Regulations, sections Title 8, Section 11040, et seq., Section 11040 Subdivision 5(A), Section 11040 Subdivision 4(C), Subdivision 5(A), 11160(5), Section 3395(d) (Submission Name AP-6843623) (the "Harris, Jr. supplemental PAGA Notice");

On September 18, 2026, Plaintiffs' Counsel submitted a supplemental letter on behalf of Plaintiff Hawkins-Mosley to the LWDA and Defendant to notify the LWDA and Defendant of Plaintiff Harris Jr.'s intent to seek civil penalties for PAGA for Defendant's violation of the California Labor Code sections 201, 202, 203, 204, 206.5, 210, 222.5, 223, 226, 226(a),

226.3, 226.7, 227.3, 233, 246, 246.5, 432, 510, 512, 512(a), 551, 552, 558, 558.1, 1174, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and 2804, and IWC Wage Orders including *inter alia*, Wage Order 4, 4-2001, 5-2001, and 10-2001, and California Code of Regulations, sections Title 8, Section 11040, et seq., Section 11040 Subdivision 5(A), Section 11040 Subdivision 4(C), Subdivision 5(A), 11160(5), Section 3395(d) (Submission Name AP-6843656) the "Hawkins-Mosley supplemental PAGA Notice") (the "Hawkins-Mosley PAGA Notice", the "Harris, Jr. PAGA Notice", the "Harris, Jr. supplemental PAGA Notice" and the "Hawkins-Mosley supplemental PAGA Notice" are collectively referred to hereinafter as the "PAGA Notices");

On [DATE], in the *Harris, Jr.* Action, Plaintiff Harris, Jr. and Plaintiff Hawkins-Mosley filed their consolidated First Amended Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (together with the *Harris, Jr.* Complaint, referred hereinafter as the "*Harris, Jr., et al.* Operative Complaint"), for their representative action under PAGA against Defendant, entitled *Samuel Harris Jr., et al. v. Contemporary Services Corporation*, Los Angeles County Superior Court Case No. 21TRCV00684. The *Harris, Jr., et al.* Operative Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders, (the "*Harris, Jr.* Action" and the "*Hawkins-Mosley* Action" are collectively referred to hereinafter as "the Actions").

Plaintiffs claimed that Defendant owed penalties under PAGA for certain California Labor Code violations. Defendant denies all of Plaintiffs' allegations and denies any wrongdoing of any kind associated with Plaintiffs' allegations. The Parties agreed to resolve the case, and as part of that settlement, Defendant agreed to pay a certain amount of money categorized as PAGA penalties. Under the PAGA statute, the penalties get divided between the State and the employees. The enclosed check represents your portion of the penalties allocated to the employees.

It is important to note that this is not a class action settlement. This case against Defendant is not a class action. Therefore, you cannot seek to opt out from the PAGA settlement to pursue your own claims.

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the period July 19, 2020 August 16, 2019 to August 14, 2025 ("Aggrieved Employees"). The period August 16, 2019 to August 14, 2025 is the "PAGA Period". The Court has not made any determination as to whether Defendant or the Plaintiffs are correct on the merits.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the estimated total number of pay periods that you worked for Defendant in California during the PAGA Period. According to Defendant's records and the Parties current assumptions, it is estimated that you worked __ pay periods during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if required). You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment. Neither side is giving you any advice on whether your Individual Settlement Share is taxable or how much you might owe in taxes.

Under the settlement, effective upon the date the Court entered its order approving the Settlement Agreement and Defendant's full funding of the Total Settlement Amount, Aggrieved Employees are deemed to have fully released and forever discharged Defendant and the Released Parties from any and all Released Claims.

> "Released Parties" means Defendant, including Defendant's current and former parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors, assigns, and their current and former executive-level employees, attorneys, officers, directors, shareholders, owners, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.
>
> "Released Claims" means any and all claims, arising during the PAGA Period, for civil penalties under the Private Attorney General Act, California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, that were alleged, or reasonably could have been alleged, based on the factual allegations in the *Harris, Jr., et al.* Operative Complaint, the Actions, and PAGA Notices,, including but not limited to, for failure to pay minimum, regular, overtime, double time, reporting time, stand-by, call-in, and split shift wages, failure to pay vested vacation time, failure to provide and pay accrued sick leave and/or Covid benefits, failure to maintain the designated wage scale, failure to provide recovery periods, failure to provide suitable seating, failure to provide rest days from work, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain itemized, complete and accurate payroll records, requiring execution of a release of claims or rights on account of wages due without payment

of those wages having been made, withholding or deducting from the compensation and/or requiring prospective employee to pay any fee or cost for any pre-employment medical or physical examination taken as a condition of employment, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 206.5, 210, 222.5, 223, 226, 226(a), 226.3, 226.7, 227.3, 233, 246, 246.5, 432, 510, 512, 512(a), 551, 552, 558, 558.1, 1174, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and 2804, and IWC Wage Orders including *inter alia*, Wage Order 4, 4-2001, 5-2001, and 10-2001f, and California Code of Regulations, sections Title 8, Section 11040, et seq., Section 11040 Subdivision 5(A), Section 11040 Subdivision 4(C), Subdivision 5(A), 11160(5), Section 3395(d) (collectively, the "Released Claims").

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do <u>not</u> call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [PAGA Settlement Administrator] at [toll-free phone number].

EXHIBIT 6

SAMUEL HARRIS V. CONTEMPORARY SERVICES CORPORATION
Los Angeles County Superior Court Case No. 21STCV29242 ("Harris Class Action")

SAMUEL HARRIS V. CONTEMPORARY SERVICES CORPORATION
Los Angeles County Superior Court Case No. 21TRCV00684 ("Harris PAGA Action")/
American Arbitration Association, Employment Arbitration Tribunal Case No. 01-24-0000-2188 ("Arbitration")

JUANITA HAWKINS-MOSLEY V. CONTEMPORARY SERVICES CORPORATION
Los Angeles County Superior Court Case No. 23STCV16196 ("Hawkins-Mosley Class Action")

JUANITA HAWKINS-MOSLEY V. CONTEMPORARY SERVICES CORPORATION
Alameda County Superior Court Case No. 23CV038138 ("Hawkins-Mosley Alameda Action")/
Los Angeles County Superior Court Case No. 24STCV33481 ("Hawkins-Mosley PAGA Action")

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS *for* JUSTICE, PC
Investigation and Research / Due Diligence	
Meet, Communicate, and/or Review Communication with Plaintiff Samuel Harris Jr. ("Plaintiff Harris Jr.")	20.50
Meet, Communicate, and/or Review Communication with Plaintiff Juanita Hawkins-Mosley ("Plaintiff Hawkins-Mosley," together with Plaintiff Harris Jr., "Plaintiffs")	16.50
Investigate, Communicate with, Interview, and/or Review Communication with Putative Class Members, Aggrieved Employees, and/or Percipient Witnesses	24.50
Review and Analyze Court Filings in *Shauntae Gray v. Contemporary Services Corporation*, Los Angeles County Superior Court, Case No. 20STCV48679; *Carlos Valle Marquez v. Contemporary Services Corporation*, Los Angeles County Superior Court, Case No. 23STCV31534; *Raul Flores v. Contemporary*	3.10

Services Corporation, Los Angeles County Superior Court, Case No. 24STCV14955; and *Jerry Calloway v. Contemporary Services Corporation*, Los Angeles County Superior Court, Case No. 24STCV26586	
Pleadings and Court Filings	
Investigate the Merits of Plaintiff Harris Jr.'s Class Action Claims, Conduct Legal Research and Analysis Regarding Class Action Claims, and Draft, Review, and/or Revise Plaintiff Harris Jr.'s Class Action Complaint for Damages (filed on August 9, 2021) (Harris Class Action)	7.50
Review Court's Notice of Case Assignment (filed on August 9, 2021) (Harris Class Action)	0.20
Review Court's Initial Status Conference Order (Complex Litigation) Revised as of 8/20/2021 and Minute Order Re: Newly Assigned Case (filed on August 24, 2021) (Harris Class Action)	0.40
Draft, Review, and/or Revise Plaintiff Harris Jr.'s Peremptory Challenge to Judicial Officer (filed on August 26, 2021) (Harris Class Action)	0.30
Review Court's Minute Order Re: Peremptory Challenge to Judicial Officer (filed on August 27, 2021) (Harris Class Action)	0.20
Review Court's Minute Order Re: Case Reassignment (filed on September 16, 2021) (Harris Class Action)	0.20
Investigate the Merits of Plaintiff Harris Jr.'s Private Attorneys General Act ("PAGA") Claim, Conduct Legal Research and Analysis Regarding the PAGA Claim, and Draft, Review, and/or Revise Plaintiff Harris Jr.'s Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on September 22, 2021) (Harris PAGA Action)	7.50
Review Court's Notice of Case Assignment (filed on September 22, 2021) (Harris PAGA Action)	0.30
Review Court's Minute Order Re: Initial Status Conference Order and Initial Status Conference Order (filed on September 29, 2021) (Harris Class Action)	0.30
Review Court's Notice of Case Management Conference and Order to Show Cause Hearing (filed on October 4, 2021) (Harris PAGA Action)	0.30
Review Defendant Contemporary Services Corporation's ("Defendant") Notice of Appearance (served on November 3, 2021) (Harris Class Action)	0.20

Review Defendant's Notice of Related Case (served on November 5, 2021) (Harris Class Action & Harris PAGA Action)	0.30
Review and Analyze Defendant's Answer to Plaintiff Harris Jr.'s Unverified Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., and Research Affirmative Defenses in Defendant's Answer (served on November 5, 2021) (Harris PAGA Action)	1.60
Review Court's Minute Order Re: Notice of Related Case (filed on November 9, 2021) (Harris Class Action)	0.20
Review Court's Initial Status Conference Order (Complex Litigation Program) and Minute Order (filed on November 9, 2021) (Harris PAGA Action)	0.30
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Initial Status Conference Report (filed on November 16, 2021) (Harris Class Action)	1.30
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Initial Status Conference Report (filed on November 16, 2021) (Harris PAGA Action)	1.10
Review Defendant's Notice of Ruling Re: Notice of Related Case (served on November 17, 2021) (Harris Class Action)	0.30
Review Defendant's Notice of Ruling Re: Notice of Related Case (served on November 18, 2021) (Harris Class Action)	0.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Initial Status Conference Statement (filed on January 5, 2022) (Harris Class Action)	1.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Initial Status Conference Report (filed on January 5, 2022) (Harris PAGA Action)	1.10
Review Court's Minute Order Re: Initial Status Conference (filed on January 12, 2022) (Harris Class Action & Harris PAGA Action)	0.20
Draft, Review, and/or Revise Plaintiff Harris Jr.'s Notice of Initial Status Conference (filed on January 20, 2022) (Harris Class Action)	0.40

	0.20
Review Court's Notice Re: Continuance of Hearing and Order (filed on April 12, 2022) (Harris Class Action & Harris PAGA Action)	0.30
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed on May 31, 2022) (Harris Class Action)	1.10
Review Court's Minute Order Re: Post-Mediation Status Conference (filed on June 7, 2022) (Harris Class Action & Harris PAGA Action)	0.30
Review Defendant's Notice of Ruling (served on June 9, 2022) (Harris Class Action)	0.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed on September 26, 2022) (Harris Class Action)	1.20
Draft, Review, and/or Revise Notice Re: Status Conference (filed on October 3, 2022) (Harris Class Action)	0.20
Review Court's Minute Order Re: Status Conference (filed on October 3, 2022) (Harris Class Action & Harris PAGA Action)	0.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed on November 8, 2022) (Harris Class Action)	1.10
Review Court's Minute Order Re: Status Conference (filed on November 14, 2022) (Harris Class Action & Harris PAGA Action)	0.20
Draft, Review, and/or Revise Notice Re: Status Conference (filed on November 16, 2022) (Harris Class Action)	0.30
Review Defendant's Notice of Ruling Re: Defendant's Motion to Compel Arbitration of Plaintiff's Individual Claims and to Dismiss or Stay Further Proceedings (served on March 1, 2023) (Harris Class Action)	0.30
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed on June 23, 2023) (Harris Class Action)	1.10

Draft, Review, and/or Revise Notice of Ruling Re: Status Conference (filed on June 29, 2023) (Harris Class Action)	0.30
Review Court's Minute Order Re: Status Conference (filed on June 29, 2023) (Harris Class Action & Harris PAGA Action)	0.20
Investigate the Merits of Plaintiff Hawkins-Mosley's Class Action Claims, Conduct Legal Research and Analysis Regarding Class Action Claims, and Draft, Review, and/or Revise Plaintiff Hawkins-Mosley's Class Action Complaint for Damages (filed on July 11, 2023) (Hawkins-Mosley Class Action)	7.50
Investigate the Merits of Plaintiff Hawkins-Mosley's Private Attorneys General Act ("PAGA") Claim, Conduct Legal Research and Analysis Regarding the PAGA Claim, and Draft, Review, and/or Revise Plaintiff Hawkins-Mosley's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on July 11, 2023) (Hawkins-Mosley Alameda Action)	7.50
Review Court's Notice of Case Management Conference and Notice of Case Assignment (filed on July 11, 2023) (Hawkins-Mosley Alameda Action)	0.20
Review Court's Notice of Case Assignment Unlimited Civil Case (filed on July 11, 2023) (Hawkins-Mosley Class Action)	0.20
Review Court's Minute Order Re: Newly Filed Case and Initial Status Conference Order (filed on July 18, 2023) (Hawkins-Mosley Class Action)	0.30
Review Defendant's Substitution of Attorney (served on August 21, 2023) (Harris Class Action & Harris PAGA Action)	0.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed on August 22, 2023) (Harris Class Action)	1.10
Review Court's Minute Order Re: Status Conference (filed on August 29, 2023) (Harris Class Action & Harris PAGA Action)	0.20
Review Defendant's Notice of Entry of Order Following August 29, 2023 Status Conference (served on September 6, 2023) (Harris Class Action & Harris PAGA Action)	0.20

Review Court's Notice Re: Continuance of Hearing and Order (filed on September 6, 2023) (Hawkins-Mosley Class Action)	0.20
Draft, Review, and/or Revise Plaintiff Hawkins-Mosley's Notice of Posting Jury Fees (filed on September 8, 2023) (Hawkins-Mosley Class Action)	0.10
Review Defendant's Notice of Appearance for Defendant Contemporary Services Corporation and Notice of Related Case (served on September 27, 2023) (Hawkins-Mosley Class Action)	0.20
Review and Analyze Defendant's Answer to Plaintiff Hawkins-Mosley's Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq., and Research Affirmative Defenses in Defendant's Answer (served on September 27, 2023) (Hawkins-Mosley Alameda Action)	1.30
Review Defendant's Notice of Related Case (served on September 27, 2023) (Hawkins-Mosley Alameda Action)	0.20
Review Defendant's Notice of Related Case (served on September 28, 2023) (Harris Class Action & Harris PAGA Action)	0.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed on September 29, 2023) (Harris Class Action & Harris PAGA Action)	1.80
Review Court's Minute Order Re: Status Conference (filed on October 6, 2023) (Harris Class Action & Harris PAGA Action)	0.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Initial Status Conference Statement (filed on October 17, 2023) (Hawkins-Mosley Class Action)	1.10
Review Court's Minute Order Re: Initial Status Conference (filed on October 24, 2023) (Hawkins-Mosley Class Action)	0.20
Review Defendant's Notice of Entry of Order Following October 24, 2023 Initial Status Conference (served on November 1, 2023) (Harris Class Action & Hawkins-Mosley Class Action)	0.20
Review Court's Notice of Case Reassignment and Notice of Hearing (filed on November 16, 2023) (Hawkins-Mosley Alameda Action)	0.30

Review Court's Minute Order Re: Complex Determination Hearing, Order Re: Complex Determination Hearing, and Order for Release of Funds (filed on November 22, 2023) (Hawkins-Mosley Alameda Action)	0.40
Draft, Review, and/or Revise Plaintiff Hawkins-Mosley's Notice of Posting Jury Fees (filed on January 8, 2024) (Hawkins-Mosley Alameda Action)	0.10
Review Court's Order Re: Case Management Order (filed on January 11, 2024) (Hawkins-Mosley Alameda Action)	0.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Case Management Conference Statement (filed on January 11, 2024) (Hawkins-Mosley Alameda Action)	1.40
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed on January 17, 2024) (Harris Class Action)	1.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed on January 17, 2024) (Hawkins-Mosley Class Action)	1.10
Draft, Review, and/or Revise Claimant Samuel Harris Jr.'s ("Claimant") Demand for Arbitration (filed on January 17, 2024) (Arbitration)	2.10
Review Court's Minute Order Re: Status Conference (filed on January 24, 2024) (Harris Class Action, Harris PAGA Action & Hawkins-Mosley Class Action)	0.20
Review Defendant's Notice of Entry of Order Following January 24, 2024 Status Conference (served on February 6, 2024) (Harris Class Action, Harris PAGA Action & Hawkins-Mosley Class Action)	0.20
Review Defendant's Notice of Related Case (served on February 23, 2024) (Harris Class Action, Harris PAGA Action, Hawkins-Mosley Class Action & Hawkins-Mosley Alameda Action)	0.20
Review Defendant's Amended Notice of Related Case (served on February 26, 2024) (Harris Class Action, Harris PAGA Action, Hawkins-Mosley Class Action & Hawkins-Mosley Alameda Action)	0.20
Draft, Review, and/or Revise Request for Dismissal, Declaration of Arman Marukyan in Support Thereof, and [Proposed] Order Thereon (submitted on February 28, 2024) (Hawkins-Mosley Class Action)	1.20

Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation and [Proposed] Order to Stay Case Pending Mediation (submitted on February 29, 2024) (Hawkins-Mosley Alameda Action)	1.10
Review Court's Order of Dismissal (filed on March 1, 2024) (Hawkins-Mosley Class Action)	0.20
Review and Analyze Respondent Contemporary Services Corporation's ("Respondent") Answer to Claimant's Complaint, and Research Affirmative Defenses in Respondent's Answer (served on March 1, 2024) (Arbitration)	1.10
Review Court's Order Granting Joint Stipulation and Order to Stay Case Pending Mediation (filed on March 4, 2024) (Hawkins-Mosley Alameda Action)	0.20
Draft, Review, and/or Revise Notice of Entry of Dismissal (filed on March 6, 2024) (Hawkins-Mosley Class Action)	0.10
Draft, Review, and/or Revise Notice of Entry of Judgment or Order (filed on March 11, 2024) (Hawkins-Mosley Alameda Action)	0.10
Meet and Confer with Respondent's Counsel, and Draft, Review, and/or Revise Joint Stipulation and Status Report Ahead of the Arbitration Management Conference; [Proposed] Order (submitted on April 16, 2024) (Arbitration)	1.30
Review Defendant's Notice of Related Case (served on April 23, 2024) (Harris Class Action, Harris PAGA Action & Hawkins-Mosley Alameda Action)	0.30
Review Defendant's Notice of Related Case (filed on May 9, 2024) (Hawkins-Mosley Class Action)	0.20
Draft, Review, and/or Revise Plaintiff Harris Jr.'s Post-Mediation Status Conference Statement (filed on June 28, 2024) (Harris Class Action)	0.70
Review Court's Minute Order Re: Post-Mediation Status Conference (filed on July 5, 2024) (Harris Class Action)	0.10
Review Court's Minute Order Re: Post-Mediation Status Conference (filed on July 5, 2024) (Harris PAGA Action)	0.10

Review Defendant's Notice of Related Case (served on July 8, 2024) (Harris Class Action & Harris PAGA Action)	0.20
Draft, Review, and/or Revise Notice of Case Continuance of January 23, 2024 Case Management Conference (filed on July 19, 2024) (Hawkins-Mosley Alameda Action)	0.10
Review Defendant's Declaration of Monique A. Eginli Re: Posting of Complex Fees for Defendant (filed on July 24, 2024) (Harris Class Action)	0.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation and Status Report Ahead of Initial Case Management Conference; [Proposed] Order (submitted on July 26, 2024) (Hawkins-Mosley Alameda Action)	1.50
Review Court's Order Granting Joint Stipulation and Status Report Ahead of Initial Case Management Conference and Order Re: Ex Parte Proceedings Granting Stipulated Continuance (filed on July 29, 2024) (Hawkins-Mosley Alameda Action)	0.30
Draft, Review, and/or Revise Notice of Entry of Judgment or Order (filed on July 31, 2024) (Hawkins-Mosley Alameda Action)	0.10
Review Defendant's Notice of Related Case (served on August 12, 2024) (Harris Class Action & Harris PAGA Action)	0.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue Case Management Conference; [Proposed] Order (submitted on September 3, 2024) (Hawkins-Mosley Alameda Action)	1.40
	0.20
Review Court's Notice of Case Rescheduling or Relocation (filed on September 13, 2024) (Hawkins-Mosley Alameda Action)	0.10
Draft, Review, and/or Revise Notice of Entry of Judgment or Order (filed on September 24, 2024) (Hawkins-Mosley Alameda Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Post-Mediation Status Conference Statement (filed on September 24, 2024) (Harris Class Action)	0.80

Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Case Management Conference Statement (filed on September 26, 2024) (Hawkins-Mosley Alameda Action)	0.80
Review Court's Minute Order Re: Post-Mediation Status Conference (filed on October 1, 2024) (Harris Class Action & Harris PAGA Action)	0.20
Review Court's Tentative Ruling Re: Case Management Conference (issued on October 8, 2024) (Hawkins-Mosley Alameda Action)	0.10
Review Court's Minute Order and Order Re: Case Management Conference and Trial Setting Order (filed on October 11, 2024) (Hawkins-Mosley Alameda Action)	0.10
Review Court's Minute Order and Order Re: Settlement Conference (filed on October 15, 2024) (Hawkins-Mosley Alameda Action)	0.10
Review Court's Minute Order Re: Notice of Related Case (filed on October 18, 2024) (Harris Class Action)	0.10
Review Defendant's Notice of Court Order Deeming Cases Related (served on October 29, 2024) (Harris Class Action)	0.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation and [Proposed] Order Transferring Venue to Los Angeles County Superior Court (submitted on October 30, 2024) (Hawkins-Mosley Alameda Action)	1.30
Review Court's Minute Order and Order Re: Out of County Transfer (filed on October 30, 2024) (Hawkins-Mosley Alameda Action)	0.10
Review Defendant's Notice of Entry of Order on Stipulation Transferring Venue to Los Angeles County Superior Court (served on November 6, 2024) (Hawkins-Mosley Alameda Action)	0.10
Meet and Confer with Respondent's Counsel, and Draft, Review, and/or Revise [Proposed] Scheduling Order (submitted on November 7, 2024) (Arbitration)	1.10
Review Arbitrator's Amended Scheduling Order No. 1 (filed on November 11, 2024) (Arbitration)	0.20
Review American Arbitration Association's Notice of Hearing (filed on November 15, 2024) (Arbitration)	0.20

Review Defendant's Supplemental Disclosure Statement (filed on November 17, 2024) (Arbitration)	0.20
Review Court's Notice of Outgoing Transfer (filed on November 20, 2024) (Hawkins-Mosley Alameda Action)	0.10
Review Court's Notice of Case Assignment Unlimited Civil Case and Notice of Incoming Transfer (filed on December 19, 2024) (Hawkins-Mosley PAGA Action)	0.10
Review Defendant's Notice of Related Case (served on January 7, 2025) (Harris Class Action, Harris PAGA Action & Hawkins-Mosley PAGA Action)	0.10
Review Court's Minute Order Re: Notice of Related Case (filed on January 13, 2025) (Harris Class Action & Hawkins-Mosley PAGA Action)	0.10
Review Court's Minute Order Re: Status Conference (filed on January 15, 2025) (Harris Class Action & Harris PAGA Action)	0.10
Review Court's Minute Order Re: Non-Complex Determination- Civil Case Cover Sheet (filed on January 15, 2025) (Hawkins-Mosley PAGA Action)	0.10
Review Defendant's Notice of Court Order Deeming Cases Not Related (served on January 21, 2025) (Harris Class Action)	0.20
Review Defendant's Notice of Court Order Re: Action Deemed Not Complex and Notice of Court Order Deeming Cases Not Related (served on January 23, 2025) (Hawkins-Mosley PAGA Action)	0.20
Draft, Review, and/or Revise Notice of Change of Address or Other Contact Information (filed on January 24, 2025) (Harris Class Action & Harris PAGA Action)	0.20
Draft, Review, and/or Revise Notice of Change of Address or Other Contact Information (filed on February 3, 2025) (Hawkins-Mosley PAGA Action)	0.20
Review Court's Minute Order re Status Conference (filed on March 26, 2025) (Harris Class Action)	0.20
Review Court's Notice of Case Management Conference (filed on April 21, 2025) (Hawkins-Mosley PAGA Action)	0.10

Review Court's Minute Order Re: Status Conference (filed on April 30, 2025) (Harris Class Action & Harris PAGA Action)	0.30
Review Defendant's Case Management Statement (served on June 18, 2025) (Hawkins-Mosley PAGA Action)	0.40
Draft, Review, and/or Revise Plaintiff's Case Management Statement (filed on June 18, 2025) (Hawkins-Mosley PAGA Action)	0.70
Review Court's Minute Order Re: Case Management Conference (filed on July 3, 2025) (Hawkins-Mosley PAGA Action)	0.20
Review Court's Minute Order Re: Status Conference (filed on July 11, 2025) (Harris Class Action & Harris PAGA Action)	0.10
Review Court's Notice of Case Reassignment and Order for Plaintiff to Give Notice (filed on August 6, 2025) (Hawkins-Mosley PAGA Action)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Notice of Settlement (filed on November 26, 2025) (Harris Class Action)	0.70
Review Court's Minute Order Re: Status Conference (filed on December 3, 2025) (Harris Class Action & Harris PAGA Action)	0.10
Draft, Review, and/or Revise Plaintiff's Notice of Settlement of Entire Case (filed on December 17, 2025) (Hawkins-Mosley PAGA Action)	0.30
Review Court's Minute Order Re: Notice of Settlement of Entire Case (filed on December 22, 2025) (Hawkins-Mosley PAGA Action)	0.20
Draft, Review, and/or Revise Notice of Court's Minute Order (filed on December 29, 2025) (Harris Class Action)	0.10
Review Defendant's Notice of Related Case (served on January 23, 2026) (Harris Class Action, Harris PAGA Action & Hawkins-Mosley PAGA Action)	0.20

Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue Hearing Date and Deadline for Plaintiff's Motion for Approval of Private Attorneys General Act Settlement; [Proposed] Order Thereon (submitted on February 23, 2026) (Harris Class Action)	0.50
Review Defendant's Notice of Court Order Deeming Cases Not Related (served on March 31, 2026) (Harris Class Action & Hawkins-Mosley PAGA Action)	0.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue Hearing Date and Deadline for Plaintiff's Motion for Approval of Private Attorneys General Act Settlement; [Proposed] Order Thereon (submitted on June 8, 2026) (Harris Class Action)	0.70
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed on June 11, 2026) (Harris Class Action)	0.60
Review Court's Order on Joint Stipulation to Continue Hearing Date and Deadline for Plaintiff's Motion for Approval of Private Attorneys General Act Settlement (filed on June 12, 2026) (Harris Class Action)	0.40
Review Defendant's Notice of Entry of Order on Joint Stipulation to Continue Hearing Date and Deadline for Plaintiff's Motion for Approval of Private Attorneys General Act Settlement (served on June 19, 2026) (Harris Class Action)	0.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue Hearing Date and Deadline for Plaintiff's Motion for Approval of Private Attorneys General Act Settlement; [Proposed] Order Thereon (submitted on July 20, 2026) (Harris Class Action)	0.70
Review Court's Order on Joint Stipulation to Continue Hearing Date and Deadline for Plaintiff's Motion for Approval of Private Attorneys General Act Settlement (filed on July 23, 2026) (Harris Class Action)	0.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue Hearing Date and Deadline for Plaintiff's Motion for Approval of Private Attorneys General Act Settlement; [Proposed] Order Thereon (submitted on August 18, 2026) (Harris Class Action)	0.70
Review Court's Order on Joint Stipulation to Continue Hearing Date and Deadline for Plaintiff's Motion for Approval of Private Attorneys General Act Settlement (filed on August 21, 2026) (Harris Class Action)	0.20
Draft, Review, and/or Revise Plaintiffs' First Amended Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (filed on October 2, 2026); Meet and	4.10

Confer with Defendant's Counsel, and Research, Draft, Review, and/or Revise Joint Stipulation for Leave to Amend Complaint and to Consolidate Case Numbers 21STCV29242, 21TRCV00684, and 24STCV33481; [Proposed] Order Thereon (submitted on September 21, 2026) (Harris Class Action, Harris PAGA Action & Hawkins-Mosley PAGA Action)	
Review Court's Order Granting Joint Stipulation for Leave to Amend Complaint and to Consolidate Case Numbers 21STCV29242, 21TRCV00684, and 24STCV33481 (filed on September 24, 2026) (Harris Class Action, Harris PAGA Action & Hawkins-Mosley PAGA Action)	0.20
Draft, Review, and/or Revise Notice of Entry of Judgment or Order Re: Order Granting Joint Stipulation for Leave to Amend Complaint and to Consolidate Case Numbers 21STCV29242, 21TRCV00684, and 24STCV33481 (filed on October 21, 2026) (Harris Class Action)	0.10
Appearances	
Prepare for and Remotely Attend Initial Case Management Conference (January 12, 2022) (Harris Class Action & Harris PAGA Action)	0.60
Prepare for and Remotely Attend Post-Mediation Status Conference (June 7, 2022) (Harris Class Action & Harris PAGA Action)	1.10
Prepare for and Remotely Attend Status Conference (October 3, 2022) (Harris Class Action & Harris PAGA Action)	1.10
Prepare for and Remotely Attend Status Conference (November 14, 2022) (Harris Class Action & Harris PAGA Action)	1.10
Prepare for and Remotely Attend Hearing on Motion to Compel Arbitration (February 21, 2023) (Harris Class Action & Harris PAGA Action)	1.30
Prepare for and Remotely Attend Hearing on Motion to Compel Arbitration (March 30, 2023) (Harris Class Action & Harris PAGA Action)	1.60
Prepare for and Remotely Attend Status Conference (June 29, 2023) (Harris Class Action & Harris PAGA Action)	0.80

Prepare for and Remotely Attend Status Conference (August 29, 2023) (Harris Class Action & Harris PAGA Action)	0.70
Prepare for and Remotely Attend Status Conference (October 6, 2023) (Harris Class Action & Harris PAGA Action)	0.80
Prepare for and Remotely Attend Status Conference (January 24, 2024) (Harris Class Action, Harris PAGA Action & Hawkins-Mosley Class Action)	1.50
Prepare for and Remotely Attend Post-Mediation Status Conference (July 5, 2024) (Harris Class Action & Harris PAGA Action)	1.30
Prepare for and Remotely Attend Post-Mediation Status Conference (October 1, 2024) (Harris Class Action & Harris PAGA Action)	0.50
Prepare for and Remotely Attend Case Management Conference (October 11, 2024) (Hawkins-Mosley Alameda Action)	1.20
Prepare for and Remotely Attend Arbitration Management Conference (November 11, 2024) (Arbitration)	1.40
Prepare for and Remotely Attend Status Conference (January 15, 2025) (Harris Class Action & Harris PAGA Action)	0.60
Prepare for and Remotely Attend Status Conference (March 26, 2025) (Hawkins-Mosley Alameda Action)	0.10
Prepare for and Remotely Attend Status Conference (April 30, 2025) (Harris Class Action & Harris PAGA Action)	1.10
Prepare for and Remotely Attend Case Management Conference (July 3, 2025) (Hawkins-Mosley PAGA Action)	1.10
Prepare for and Remotely Attend Status Conference (July 11, 2025) (Harris Class Action & Harris PAGA Action)	1.10
Prepare for and Remotely Attend Status Conference (December 3, 2025) (Harris Class Action & Harris PAGA Action)	1.10
Prepare for and Remotely Attend Status Conference (June 17, 2026) (Gray Action)	0.70

Discovery and Deposition	
Draft, Review, and/or Revise Letter to Defendant Re: Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Harris Jr. (served on August 20, 2021)	1.90
Review and Analyze Documents Produced by Defendant in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Harris Jr. (served on February 8, 2022)	4.10
Review and Analyze Documents Produced by Defendant in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Hawkins-Mosley (served on March 17, 2023)	2.60
Review Respondent Contemporary Services Corporation's Form Interrogatories – General (Set One), Form Interrogatories – Employment Law (Set One), Special Interrogatories (Set One), and Requests for Production (Set One) Directed to Claimant Samuel Harris Jr. (served on November 25, 2024) (Arbitration)	1.10
Review Respondent Contemporary Services Corporation's Notice of Taking the Deposition of Claimant Samuel Harris, Jr. (noticed for February 4, 2025) (served on November 25, 2024) (Arbitration)	0.30
Letters and Correspondence	
Research, Draft, Review, and/or Revise Notice to California Labor and Workforce Development Agency Re: Claim of Plaintiff Harris Jr. under the Private Attorneys General Act (served on July 19, 2021)	4.50
Research, Draft, Review, and/or Revise Notice to California Labor and Workforce Development Agency Re: Claim of Plaintiff Hawkins-Mosley under the Private Attorneys General Act (served on May 3, 2023)	4.50
Meet with, Draft Correspondence to, Respond to Correspondence from, and/or Review Correspondence with Defendant's Counsel	23.50
Mediation/Settlement	
Review and Analyze Information, Data, and Documents Obtained from Plaintiffs, Defendant, and Other Sources Prior to Mediation	49.50
Prepare for First Mediation, Including Researching Settlement and Merits-Related Issues, Reviewing the Mediation Brief, and Performing, Reviewing, and/or Revising Damages and Penalties Analyses and Calculations (submitted on August 13, 2025)	14.50

Attend First Mediation Session (February 17, 2022; Zoom Video Conference)	16.50
Review and Analyze Information, Data, and Documents Obtained from Plaintiffs, Defendant, and Other Sources Prior to Mediation on September 11, 2024 (submitted on September 6, 2024)	32.50
	21.50
Attend Second Mediation Session (September 11, 2024; Zoom Video Conference)	11.50
Prepare for Third Mediation, Including Researching Settlement and Merits-Related Issues, Drafting the Mediation Brief and Compiling Exhibits in Support Thereof, and Performing, Reviewing, and/or Revising Damages and Penalties Analyses and Calculations (submitted on August 13, 2025)	20.50
Attend Third Mediation Session (August 14, 2025; Zoom Video Conference)	16.50
Review and/or Analyze Mediator's Proposal (issued on August 27, 2025; accepted on October 31, 2025)	1.10
Draft, Review, Revise, Negotiate, and/or Finalize Private Attorneys General Act Settlement Agreement and Release (executed on October 5, 2026)	14.50
Law and Motion	
Review and Analyze Defendant's Notice of Motion and Motion to Compel Arbitration of Plaintiff Harris Jr.'s Individual PAGA Claims and to Dismiss or Stay Further Proceedings, Declaration of Marie D. Davis in Support Thereof, and Declaration of Dane Sukimoto in Support Thereof (served on December 14, 2022) (Harris PAGA Action)	1.80
Review and Analyze Defendant's Notice of Motion and Motion to Compel Arbitration of Plaintiff Harris Jr.'s Individual Claims and to Dismiss or Stay Further Proceedings, Declaration of Marie D. Davis in Support Thereof, and Declaration of Dane Sukimoto in Support Thereof (served on December 14, 2022) (Harris Class Action)	1.30
Research, Draft, Review, and/or Revise Plaintiff Harris Jr.'s Opposition to Defendant's Motion to Compel Arbitration of Plaintiff Harris Jr.'s Individual PAGA Claims and to Dismiss or Stay Further Proceedings, Declaration of Arman Marukyan in Support Thereof, Objections to Defendant's Evidence, and Request for Judicial Notice in Support Thereof (filed on January 17, 2023) (Harris PAGA Action)	21.50

Research, Draft, Review, and/or Revise Plaintiff Harris Jr.'s Opposition to Defendant's Motion to Compel Arbitration of Plaintiff Harris Jr.'s Individual Claims and Dismiss or Stay Further Proceedings, Declaration of Arman Marukyan in Support Thereof, Objections to Defendant's Evidence, and Request for Judicial Notice in Support Thereof (filed on January 17, 2023) (Harris Class Action)	16.50
Review and Analyze Defendant's Reply to Plaintiff Harris Jr.'s Opposition to Defendant's Motion to Compel Arbitration of Plaintiff Harris Jr.'s Individual Claims and to Dismiss or Stay Further Proceedings (served on February 6, 2023) (Harris Class Action & Harris PAGA Action)	1.20
Review Court's Minute Order Re: Hearing on Motion to Compel Arbitration (filed on February 21, 2023) (Harris Class Action & Harris PAGA Action)	0.40
Draft, Review, and/or Revise Plaintiff Harris Jr.'s Supplemental Brief in Support of Plaintiff Harris Jr.'s Opposition to Defendant's Motion to Compel Arbitration of Plaintiff Harris Jr.'s Individual Claims and Dismiss or Stay Further Proceedings (filed on March 3, 2023) (Harris Class Action & Harris PAGA Action)	7.10
Review Court's Minute Order Re: Hearing on Motion to Compel Arbitration (filed on March 30, 2023) (Harris Class Action & Harris PAGA Action)	0.30
Review Defendant's Notice of Ruling Re: Defendant's Motion to Compel Arbitration of Plaintiff Harris Jr.'s Individual Claims and to Dismiss or Stay Further Proceedings (served on May 3, 2023) (Harris Class Action)	0.40
Review and Analyze Respondent's Notice of Motion and Motion to Strike Claimant's Demand for Class Arbitration; Memorandum of Points and Authorities, Declaration of Monique Eginli, Esq. in Support Thereof, Declaration of Dane Sukimoto in Support Thereof, Request for Judicial Notice in Support Thereof, and [Proposed] Order (served on January 10, 2025) (Arbitration)	1.90
Research, Draft, Review, and/or Revise Claimant's Opposition to Respondent's Motion to Strike Claimant's Demand for Class Arbitration; Memorandum of Points and Authorities, and Request for Judicial Notice in Support Thereof (filed on January 31, 2025) (Arbitration)	22.50
Review and Analyze Defendant's Notice of Motion and Motion to Compel Arbitration of Plaintiff Hawkins-Mosley's Individual Claims and Dismiss the Class Claims; Memorandum of Points and Authorities in Support Thereof, Request for Judicial Notice in Support Thereof, Declaration of Monique	1.80

Eginli Esq., in Support Thereof, Declaration of Dane Sukimoto in Support Thereof, and [Proposed] Order Thereon (served on February 7, 2025) (Hawkins-Mosley Class Action)	
Review and Analyze Respondent's Reply in Support of Motion to Strike Claimant's Demand for Class Arbitration, Evidentiary Objections to Exhibit Filed in Support Thereof, and Request for Judicial Notice in Support Thereof (served on February 14, 2025) (Arbitration)	1.30
Review Arbitrator's Order Granting Respondent's Motion to Strike Class Claims (issued on February 24, 2025) (Arbitration)	0.40
Review Declaration of the Settlement Administrator, and Research, Draft, Review, and/or Revise Plaintiffs' Notice of Motion and Motion for Approval of Private Attorneys General Act Settlement; Memorandum of Points and Authorities in Support Thereof, Declaration of Brian J. St. John in Support Thereof, Declaration of Plaintiff Samuel Harris Jr. in Support Thereof, Declaration of Plaintiff Juanita Hawkins-Mosley in Support Thereof, and [Proposed] Order and Judgment (Harris Class Action)	16.50
Total Hours:	515.40

EXHIBIT 7

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Harris vs. Contemporary Services Corporation

Date	Payee	Expense Description	Amount
8/9/2021	Legal Document Server, Inc.	Attorney Service	$180.23
8/9/2021	Los Angeles Superior Court	Complex Filing Fee	$1,000.00
8/9/2021	Los Angeles Superior Court	Complaint Filing Fee	$435.00
8/20/2021	U.S. Postmaster	Postage	$7.00
8/26/2021	Legal Document Server, Inc.	Attorney Service	$175.00
9/21/2021	ProLegal	Attorney Service	$184.25
10/8/2021	One Legal	Attorney Service	$16.68
10/12/2021	One Legal	Attorney Service	$16.68
11/17/2021	Legal Document Server, Inc.	Attorney Service	$110.20
1/6/2022	Legal Document Server, Inc.	Attorney Service	$110.20
1/20/2022	Legal Document Server, Inc.	Attorney Service	$15.20
1/25/2022	Legal Document Server, Inc.	Attorney Service	$22.33
1/25/2022	Los Angeles Superior Court	Jury Fee	$150.00
6/1/2022	Legal Document Server, Inc.	Attorney Service	$130.20
9/27/2022	Legal Document Server, Inc.	Attorney Service	$120.95
10/4/2022	Legal Document Server, Inc.	Attorney Service	$120.95
11/9/2022	Legal Document Server, Inc.	Attorney Service	$140.95
11/17/2022	Legal Document Server, Inc.	Attorney Service	$140.95
1/18/2023	Legal Document Server, Inc.	Attorney Service	$213.95
2/27/2023	General Logistics Systems US, Inc.	Courier Service	$26.61
3/6/2023	Legal Document Server, Inc.	Attorney Service	$140.95
6/23/2023	Legal Document Server, Inc.	Attorney Service	$141.15
6/30/2023	Legal Document Server, Inc.	Attorney Service	$141.15
8/22/2023	Legal Document Server, Inc.	Attorney Service	$16.15
8/23/2023	Legal Document Server, Inc.	Attorney Service	$125.00
9/29/2023	Legal Document Server, Inc.	Attorney Service	$141.15
10/24/2023	Legal Document Server, Inc.	Attorney Service	$16.15
10/25/2023	Legal Document Server, Inc.	Attorney Service	$125.00
1/17/2024	American Arbitration Association, Inc.	Arbitration Fee	$360.50
1/18/2024	Legal Document Server, Inc.	Attorney Service	$266.15
3/14/2024	Los Angeles Superior Court	Document Download Fee	$10.20
4/29/2024	Judicate West	Mediation Fee	$3,375.00
5/16/2024	Los Angeles Superior Court	Document Download Fee	$10.60
6/28/2024	Legal Document Server, Inc.	Attorney Service	$16.15
9/25/2024	Legal Document Server, Inc.	Attorney Service	$16.15
10/1/2024	Case Anywhere LLC	Attorney Service	$117.72
10/3/2024	Legal Document Server, Inc.	Attorney Service	$16.15
10/4/2024	Legal Document Server, Inc.	Attorney Service	$130.00
1/7/2025	Case Anywhere LLC	Attorney Service	$159.00
1/27/2025	Legal Document Server, Inc.	Attorney Service	$153.70
4/4/2025	Case Anywhere LLC	Attorney Service	$49.00

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Harris vs. Contemporary Services Corporation

4/24/2025	Legal Document Server, Inc.	Attorney Service	$307.40
5/2/2025	Case Anywhere LLC	Attorney Service	$61.00
6/2/2025	Case Anywhere LLC	Attorney Service	$49.00
6/12/2025	Steve Pearl Mediation P.C.	Mediation Fee	$12,500.00
7/1/2025	Case Anywhere LLC	Attorney Service	$49.00
8/4/2025	Case Anywhere LLC	Attorney Service	$49.00
9/2/2025	Case Anywhere LLC	Attorney Service	$49.00
10/1/2025	Case Anywhere LLC	Attorney Service	$49.00
11/3/2025	Case Anywhere LLC	Attorney Service	$49.00
12/1/2025	Case Anywhere LLC	Attorney Service	$55.00
12/1/2025	Legal Document Server, Inc.	Attorney Service	$153.70
12/29/2025	Legal Document Server, Inc.	Attorney Service	$135.00
12/30/2025	Legal Document Server, Inc.	Attorney Service	$18.70
1/2/2026	Case Anywhere LLC	Attorney Service	$55.00
2/2/2026	Case Anywhere LLC	Attorney Service	$49.00
3/2/2026	Case Anywhere LLC	Attorney Service	$67.00
4/1/2026	Case Anywhere LLC	Attorney Service	$49.00
		Total:	$22,589.15

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Harris vs. Contemporary Services Corporation (PAGA)

Date	Payee	Expense Description	Amount
7/19/2021	U.S. Postmaster	Postage	$7.50
7/19/2021	Labor & Workforce Development Agency	PAGA Filing Fee	$75.00
9/23/2021	One Legal	Attorney Service	$29.51
9/23/2021	Los Angeles Superior Court	Complaint Filing Fee	$435.00
11/15/2021	Legal Document Server, Inc.	Attorney Service	$30.40
11/17/2021	Legal Document Server, Inc.	Attorney Service	$15.20
1/6/2022	Legal Document Server, Inc.	Attorney Service	$110.20
1/25/2022	Legal Document Server, Inc.	Attorney Service	$22.33
1/25/2022	Los Angeles Superior Court	Jury Fee	$150.00
4/22/2022	Legal Document Server, Inc.	Attorney Service	$15.20
1/18/2023	Legal Document Server, Inc.	Attorney Service	$214.70
3/6/2023	Legal Document Server, Inc.	Attorney Service	$140.95
9/29/2023	Legal Document Server, Inc.	Attorney Service	$141.15
10/24/2023	Legal Document Server, Inc.	Attorney Service	$16.15
10/24/2023	Los Angeles Superior Court	Document Download Fee	$2.00
10/25/2023	Legal Document Server, Inc.	Attorney Service	$125.00
9/16/2024	CPAnalytics	Data Analysis of Sampling of Time Records	$1,865.00
1/27/2025	Legal Document Server, Inc.	Attorney Service	$18.70
2/3/2025	Case Anywhere LLC	Attorney Service	$61.00
3/5/2025	Case Anywhere LLC	Attorney Service	$49.00
		Total:	$3,523.99

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Hawkins-Mosley vs. Contemporary Services Corporation (Class)

Date	Payee	Expense Description	Amount
11/22/2022	U.S. Postmaster	Postage	$16.20
7/12/2023	Legal Document Server, Inc.	Attorney Service	$115.88
7/12/2023	Los Angeles Superior Court	Complex Filing Fee	$1,000.00
7/12/2023	Los Angeles Superior Court	Complaint Filing Fee	$435.00
8/31/2023	Legal Document Server, Inc.	Attorney Service	$141.15
9/8/2023	Legal Document Server, Inc.	Attorney Service	$125.00
9/11/2023	Legal Document Server, Inc.	Attorney Service	$167.73
9/11/2023	Los Angeles Superior Court	Jury Fee	$150.00
9/18/2023	Legal Document Server, Inc.	Attorney Service	$141.15
10/17/2023	Legal Document Server, Inc.	Attorney Service	$16.15
1/18/2024	Legal Document Server, Inc.	Attorney Service	$141.15
2/28/2024	Legal Document Server, Inc.	Attorney Service	$16.15
2/29/2024	Legal Document Server, Inc.	Attorney Service	$125.00
3/7/2024	Legal Document Server, Inc.	Attorney Service	$141.15
6/20/2024	General Logistics Systems US, Inc.	Courier Service	$24.53
		Total:	$2,756.24

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Hawkins-Mosley vs. Contemporary Services Corporation (PAGA)

Date	Payee	Expense Description	Amount
5/3/2023	U.S. Postmaster	Postage	$16.23
5/3/2023	Labor & Workforce Development Agency	PAGA Filing Fee	$75.00
7/13/2023	Legal Document Server, Inc.	Attorney Service	$62.40
7/13/2023	Alameda Superior Court	Complaint Filing Fee	$435.00
9/5/2023	Legal Document Server, Inc.	Attorney Service	$18.90
12/7/2023	Alameda Superior Court	Document Download Fee	$5.00
1/9/2024	One Legal	Attorney Service	$26.97
1/9/2024	Alameda Superior Court	Jury Fee	$150.00
1/11/2024	Legal Document Server, Inc.	Attorney Service	$18.90
2/29/2024	Legal Document Server, Inc.	Attorney Service	$20.29
2/29/2024	Alameda Superior Court	Stipulation & Order Fee	$20.00
3/21/2024	Legal Document Server, Inc.	Attorney Service	$18.90
7/22/2024	Legal Document Server, Inc.	Attorney Service	$18.90
7/29/2024	Legal Document Server, Inc.	Attorney Service	$20.29
7/29/2024	Alameda Superior Court	Stipulation & Order Fee	$20.00
8/5/2024	Legal Document Server, Inc.	Attorney Service	$18.90
9/3/2024	Legal Document Server, Inc.	Attorney Service	$21.84
9/3/2024	Alameda Superior Court	Stipulation & Order Fee	$20.00
9/25/2024	Legal Document Server, Inc.	Attorney Service	$20.45
9/26/2024	Legal Document Server, Inc.	Attorney Service	$20.45
11/4/2024	Alameda Superior Court	Document Download Fee	$5.00
11/13/2024	Legal Document Server, Inc.	Attorney Service	$95.00
11/13/2024	Los Angeles Superior Court	Complaint Filing Fee	$435.00
11/13/2024	Alameda Superior Court	Case Transfer Fee	$50.00
2/3/2025	Legal Document Server, Inc.	Attorney Service	$18.70
4/28/2025	Legal Document Server, Inc.	Attorney Service	$18.70
6/20/2025	Legal Document Server, Inc.	Attorney Service	$18.70
12/17/2025	Legal Document Server, Inc.	Attorney Service	$18.70
1/13/2026	Alameda Superior Court	Document Download Fee	$13.50
2/11/2026	Alameda Superior Court	Document Download Fee	$15.50
2/11/2026	Los Angeles Superior Court	Document Download Fee	$6.20
		Total:	$1,723.42