

Re: Payment from Sylvia Martinez v. CCS Los Angeles Janitorial, Inc., et al.
Superior Court of California for the County of Los Angeles; Case No. 22STCV14985

Date: / /

SIMID
Name
Address

Dear **Name**:

Enclosed please find a check made payable to you. This is your payment from the settlement of the lawsuit titled *Sylvia Martinez v. CCS Los Angeles Janitorial, Inc., et al.*, Case No. 22STCV14985, pending in the Superior Court of the State of California for the County of Los Angeles (the “Action”).

The Action was filed against CCS Los Angeles Janitorial, Inc.; CCS Engineering Fresno, Inc.; CCS Engineering Los Angeles, Inc.; CCS Engineering Orange County, Inc.; CCS Engineering San Diego, Inc.; CCS Orange County Janitorial, Inc.; CCS San Diego Janitorial, Inc.; Pacific Building Care, Inc.; PBC Commercial Cleaning Systems, Inc.; and CCS Georgia Janitorial, Inc. (collectively, the “CCS Entities”) and includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”). The Action was brought by Plaintiff Sylvia Martinez (“Plaintiff”), a former employee of CCS Los Angeles Janitorial, Inc., on behalf of the State of California and alleged Aggrieved Employees. You have been identified as one of the employees on whose behalf the case was brought.

Plaintiff claimed that the CCS Entities owed civil penalties under PAGA for alleged violations of the California Labor Code, including for alleged failure to pay minimum, regular, and overtime wages, failure to provide meal and rest breaks, failure to pay wages timely upon termination, failure to provide compliant wage statements, failure to pay wages timely during employment, failure to provide California paid sick leave and COVID-19 supplemental paid sick leave, failure to reimburse necessary business expenses, and failure to maintain records and provide notice of material terms of employment.

The Parties have reached a settlement of Plaintiff’s PAGA claims (the “Settlement”), and on **[DATE]**, the Court approved the Settlement, including the amount of civil penalties to be paid under the Settlement. A portion of the civil penalty settlement amount is required by law to be sent to the State of California’s Labor & Workforce Development Agency. Another portion of the civil penalty settlement amount goes to employees of the CCS Entities who were allegedly affected by the alleged violations of the Labor Code. In agreeing to this Settlement, the CCS Entities do not admit that they are liable in any way to Aggrieved Employees for any violations of the California Labor Code or any penalties. The Court has not decided the merits of Plaintiff’s claims.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. If you do not cash your check within 180 days of issuance, the funds will be deposited by the Administrator with the California State Controller to be deposited in the Unclaimed Property Fund in your name.

While you were not a party to the Action, you and the State of California have been bound by the Settlement entered in this matter and approved by the Court, including the release contained in the Settlement. The release includes all claims for PAGA civil penalties under California Labor Code §§ 2699, *et seq.* that were alleged, or reasonably could have been alleged, that arose during the PAGA Period, based on the facts and legal assertions stated in the Operative Complaint, the PAGA Notice, and ascertained in the course of the Action, including any and all claims for any alleged failure to pay minimum, regular, and overtime wages pursuant to

California Labor Code sections 510, 558, 558.1, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198 and applicable IWC Wage Orders; failure to provide meal breaks pursuant to California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders; failure to provide rest breaks pursuant to California Labor Code section 226.7 and applicable IWC Wage Orders; failure to pay wages timely upon termination pursuant to California Labor Code sections 201, 202, and 203; failure to provide compliant wage statements pursuant to California Labor Code sections 226, 226(a), and 1174; failure to pay wages timely during employment pursuant to California Labor Code section 204; failure to provide California paid sick leave and COVID-19 supplemental paid sick leave and to maintain records pursuant to California Labor Code sections 246, 246.5, 247, 247.5, 248, 248.1, 248.2, 248.5, and 248.6; failure to provide notice of material terms of employment pursuant to California Labor Code section 2810.5; and failure to reimburse employees for necessary business expenses pursuant to California Labor Code sections 2800 and 2802 (the “Released PAGA Claims”).

The parties released from the above claims are the CCS Entities and their former, present, and future owners, parents, shareholders, members, partners, predecessors, successors, assigns, all affiliates and affiliated companies, management companies, joint venturers, subsidiaries, officers, directors, agents (including any investment bankers, consultants, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors, and employees), employees, and stockholders.

The release of the Released PAGA Claims shall extend for the duration of the “PAGA Period,” which is October 1, 2020 to **INSERT**.

If you have any questions, you can contact the Settlement Administrator, Phoenix Settlement Administrators, at () - .