

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT
AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release (“Agreement”) is made by and between Eva Angelina Ramirez (collectively “Plaintiff”), on behalf of herself, on behalf of the PAGA Employees (as defined below), and as a proxy/agent for the California Labor Workforce Development Agency (“LWDA”), the State of California, on the one hand, and Defendants Cue Health Inc. and TEG Staffing, Inc. dba Eastridge Workforce Solutions (“TEG”) (Cue Health Inc. and TEG are collectively referred to herein as “Defendants”), on the other hand, to resolve the Action and Released Claims, subject to the terms and conditions hereof and the approval of the Court. Plaintiff and Defendants are collectively referred to herein as the “Parties” and each may be individually referred to as a “Party.”

I. REPRESENTATIONS AND DEFINITIONS

1. “Action” mean and refer to the civil action filed in the Superior Court of the State of California for the County of San Diego, entitled *Janette Brown, et al., v. Cue Health Inc.*, Case No. 37-2021-00048118-CU-OE-CTL, filed on November 12, 2021 (the “Brown Action”).

2. “Agreement” or “Settlement” means the arm’s-length settlement agreement reached between the Parties as set forth in this Private Attorneys General Act Settlement Agreement and Release, and the terms, conditions and requirements set forth herein, including any attached exhibits.

3. “Counsel for Defendants” means and refers to Thomas S. Ingrassia of Pettit Kohn Ingrassia Lutz & Dolin for Defendant Cue Health Inc., and Stacey E. James and Shahram Samie of Littler Mendelson, P.C. for Defendant TEG Staffing, Inc. dba Eastridge Workforce Solutions.

4. “Court” means and refers to the Superior Court of California for the County of San Diego. Court shall also mean any other Court that acquires proper jurisdiction of this Action.

5. “Defendants” means and refers to Cue Health Inc. and TEG Staffing, Inc.

6. “Effective Date” means and refers to the date by which all of the following have occurred: (1) the Court has signed and entered the Approval Order and Judgment (as defined below), and (2) the Defendants have fully funded the Settlement.

7. “LWDA” means and refers to the California Labor and Workforce Development Agency.

8. “Operative Complaint” means and refers to the Third Amended Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *et seq.*, to be filed following the Parties’ execution of this Agreement, a copy of which is attached at Exhibit “B”.

9. “PAGA” means and refers to the Private Attorneys General Act of 2004, codified at California Labor Code § 2698, *et seq.*

10. “PAGA Employees” or singularly “PAGA Employee” means and refers to Plaintiff and all current and former non-exempt employees employed by Cue Health Inc. in California, or who were employed at any Cue Health Inc. location in California, at any time during the PAGA Period, including all non-exempt employees of TEG who were assigned to work for Cue Health Inc. within the State of California during the PAGA Period.

11. “PAGA Period” means the time period from November 12, 2020 through June 15, 2023.

12. “Parties” means and refers to, collectively, Plaintiff and Defendants, and “Party” means and refers to Parties individually.

13. “Pay Periods” means and refers to the total number of pay periods that each PAGA Employee worked as a non-exempt employee for Defendants during the PAGA Period.

14. “Plaintiff” means Eva Angelina Ramirez.

15. “Plaintiff’s Counsel” means and refers to Samuel Wong, Kashif Haque, Jessica L. Campbell and Joseph M. Szilagyi of AEGIS LAW FIRM, PC.

16. “Released Claims” means and refers to all claims alleged or that could have been alleged based on the facts alleged in the Operative Complaint, and the PAGA letters and amended PAGA letters issued by Plaintiff and her predecessor, Jeanette Brown, which arose during the PAGA Period.

17. “Released Parties” means and refers to Defendants and their past, present, and future owners, parents, subsidiaries, affiliates, or related companies, and all of their current, former, and future officers, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, attorneys, insurers, reinsurers, directors, officers, managing agents, owners, staffing agents/partners, and alleged joint-employers and/or legal representatives.

18. “Settlement Administrator” means and refers to Phoenix Settlement Administrators.

II. NATURE OF ACTION

1. On November 12, 2021, a letter was sent by Plaintiff’s predecessor, Jeanette Brown, to the LWDA and Defendants giving notice of her intent to pursue a representative action pursuant to the PAGA, on behalf of herself and the State of California, as well as on behalf of a proposed group of aggrieved employees. On January 26, 2022, an amended letter was sent by both Jeanette Brown and Plaintiff to the LWDA and Defendants to give notice of Plaintiff’s intent to join the representative action under PAGA. On March 21, 2022 and July 5, 2023, further amended letters were sent by Plaintiff to the LWDA and Defendants. These letters are collectively referred to as “Notice to the LWDA.”

2. On November 12, 2021, Plaintiff’s predecessor, Jeanette Brown, filed a class action lawsuit alleging that Defendants failed to: properly pay all wages (including minimum and overtime wages including at the proper rates), provide lawful meal periods or compensation in lieu thereof, authorize or permit lawful rest breaks or provide compensation in lieu thereof, provide compliant wage statements, timely pay all wages during employment and upon separation of employment, and reimburse business expenses, as applied to non-exempt employees employed by Defendants in California. On February 1, 2022, the First Amended Complaint was filed to add a cause of action under PAGA for alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 511, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802 and 2698 et seq. as well as IWC Wage Orders. On April 15, 2022, the Second Amended Complaint was filed to add Plaintiff to the action. Following execution of this Agreement, Plaintiff will dismiss all individual and class action claims without prejudice, and the Parties will jointly stipulate to allow Plaintiff leave to file a Third Amended Complaint [copy attached as Exhibit “B”] to allege additional violations of PAGA for violation of Labor Code sections 221, 227.3, and 246.

3. The Parties engaged in significant investigation and exchange of data and documents, as well as private mediation that took place on March 15, 2023 with mediator Eve Wagner, and with the benefit of the mediator’s evaluation, the Parties reached the Settlement described herein.

4. This Settlement relates solely to the PAGA claims on behalf of Plaintiff and the State of California with respect to Plaintiff and all PAGA Employees. Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, deny liability

for the Released Claims, and further deny that the Action is appropriate for representative treatment for any purpose other than settling this Action. Defendants contend, among other things, that they have complied at all times with the California Labor Code and the related Industrial Welfare Commission Wage Orders, all other state and federal wage laws, and further contend that all of their respective employees were and are paid properly and that the Action is without merit. Defendants have denied and continue to deny each and every material factual allegation and all alleged claims asserted against them in the Action.

5. The Parties recognize that the issues presented in the Action are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay and expense disproportionate to the potential benefits of litigation. The Parties have taken into account the risk and uncertainty of the outcome inherent in any litigation.

6. Based on their own independent investigations and evaluations, the Parties and their respective counsel are of the opinion that the settlement for the consideration and on the terms set forth in this Agreement is fair, reasonable, adequate, and is in the best interests of Plaintiff, PAGA Employees, the State of California, and Defendants in light of all known facts and circumstances and the risks inherent in litigation, including the potential appellate issues. Further, Plaintiff's Counsel believes that the settlement amount entered into is in the best interests of the PAGA Employees and the State of California, and fair, reasonable, and adequate given the inherent risk of litigation.

III. TERMS OF SETTLEMENT

1. In consideration of the mutual covenants, promises and representations set forth in this Agreement, Plaintiff, on behalf of herself, the State of California, and all PAGA Employees, and Defendants agree to settle and compromise the Action and the Released Claims.

2. The Gross Settlement Amount. As consideration for the settlement described herein and the release provided herein, Defendants agree to pay the all inclusive total amount of Six Hundred Seventy Five Thousand Dollars and Zero Cents (\$675,000.00) on or before the later of 15 calendar days after final approval of the settlement has been ordered by the court or January 5, 2024 ("Gross Settlement Amount" or "GSA"). Cue Health Inc. will contribute \$600,000 to the GSA and TEG will contribute \$75,000 to the GSA. Defendants shall fund the Gross Settlement Amount as set forth herein. The Gross Settlement Amount will include payments as follows, which Plaintiff will seek approval of from the Court, in conformity with this Agreement:

- a. Payment to the Settlement Administrator in the amount of up to Twenty Thousand Dollars (\$20,000.00) (“Settlement Administration Costs”);
- b. Payment of Attorneys’ Fees and Costs to Plaintiff’s Counsel, as set forth herein; and
- c. The PAGA Penalties to be paid to the LWDA and PAGA Employees, as set forth herein.

3. Pro Rata Increase. Defendants estimated the number of Pay Periods to be 51,068. If it is determined that the number of Pay Periods exceeds 56,175 (an increase of more than 10%), there will be a *pro rata* adjustment to the Gross Settlement Amount per additional Pay Period; however, Cue Health Inc. will have the option to reset the end date of the PAGA period as the day upon which the 56,175 pay period threshold is reached (and thereby avoid any increase in the GSA). Cue Health Inc. will be solely responsible for any increases in the GSA, and TEG will not make any additional contributions to the GSA.

4. Allocation and Calculation of the PAGA Penalties. The amount available for distribution to the LWDA and PAGA Employees (“PAGA Penalties”) is the Gross Settlement Amount less the Court-approved Attorneys’ Fees and Costs to Plaintiff’s Counsel and the Settlement Administration Costs to the Settlement Administrator. Seventy Five Percent (75%) of the PAGA Penalties will be paid to the LWDA (“LWDA Payment”), and Twenty Five Percent (25%) of the PAGA Penalties will be paid to the PAGA Employees (“Employee Amount”), as required by California Labor Code § 2699(i).

5. Allocation and Calculation of the Individual Settlement Payments. Each PAGA Employee will receive a *pro rata* portion of the Employee Amount, determined based on the pay periods that he or she worked for Defendants in the State of California during the PAGA Period, to be calculated as follows: the Employee Amount will be divided by the total number of Pay Periods of all PAGA Employees to yield the “Per Pay Period Amount,” and then each PAGA Employee’s individual number of Pay Periods will be multiplied by the Per Pay Period Amount to yield his or her “Individual Settlement Payment.” Individual Settlement Payments shall be paid to PAGA Employees by way of a single check to each PAGA Employee (“Individual Settlement Check”).

6. Tax Treatment of Individual Settlement Payments to PAGA Employees. The Parties agree that Individual Settlement Payments sent to PAGA Employees will be characterized One Hundred Percent (100%) as penalties and Form 1099s will be issued. Nothing in this

Agreement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Plaintiff and PAGA Employees shall be deemed to acknowledge that they have not obtained any tax advice from Defendants, Counsel for Defendants, or Plaintiff's Counsel, and that neither Defendants, Counsel for Defendants, nor Plaintiff's Counsel have made any representation concerning the tax consequences, if any, of any payments made pursuant to this Agreement. To the extent that this Agreement or its attachment(s) are interpreted to contain or constitute advice regarding any state or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code or applicable state law. Plaintiff and PAGA Employees are solely responsible for any tax obligations in connection with any payments made pursuant to this Agreement.

7. Plaintiff's Counsel's Attorneys' Fees and Costs. As part of the request for approval of this Settlement, Plaintiff will request that the Court award the following to Plaintiff's Counsel: up to thirty-five percent (35%) of the Gross Settlement Amount, or Two Hundred Thirty Six Thousand Two Hundred Fifty Dollars and Zero cents (\$236,250.00) for attorneys' fees, and up to Twenty Thousand Dollars and Zero Cents (\$20,000.00) for reimbursement of actual costs and expenses of litigating the Action (together, "Attorneys' Fees and Costs"). The Attorneys' Fees and Costs shall be paid from the Gross Settlement Amount, subject to approval by the Court. Should Plaintiff's Counsel request a lesser amount for attorneys' fees and costs and/or the Court approve a lesser amount, the difference shall be a part of the PAGA Penalties to be distributed to the LWDA and PAGA Employees as described above. Payment of Attorneys' Fees and Costs will be reflected in a Form 1099 to Plaintiff's Counsel who shall assume full responsibility and liability for the payment of taxes due on such payments.

8. No Effect on Employee Benefits. The payments made to Plaintiff and other PAGA Employees pursuant to this Agreement are not intended to count as earnings by Plaintiff or the PAGA Employees, and will not entitle Plaintiff or the PAGA Employees to any additional compensation and/or benefits under any retirement, benefit, bonus, incentive, pension, welfare, and/or any other plan of or sponsored by Defendants. Defendants shall not make as part of this Agreement, nor be required to make, any deductions, nor pay any monthly contributions for any insurance, retirement, bonuses, 401(k), 403(b), or profit sharing plans related to monies paid as a result of this Agreement. The Individual Settlement Payments paid to PAGA Employees shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g. bonuses, vacation, holiday pay, retirement plans, etc.) of PAGA Employees. The Parties agree that any Individual Settlement Payments paid to PAGA Employees under the terms of this Agreement do not represent any modification of PAGA Employees' previously credited hours of service or other eligibility criteria under an employee benefit plan sponsored by Defendants. Further, any

Individual Settlement Payments are penalties and thus shall not be considered “compensation” in any year for purposes of determining eligibility for, or benefit accrual within, an employee benefit plan or bonus plan sponsored by Defendants.

IV. RELEASE OF CLAIMS

1. Release by Plaintiff, PAGA Employees and LWDA. Upon the Effective Date, Plaintiff and each PAGA Employee shall fully release and forever discharge Released Parties from the Released Claims during the period from November 12, 2020 through June 15, 2023, and the State of California shall fully release and forever discharge Released Parties from the Released Claims as they pertain to Plaintiff and PAGA Employees from November 12, 2020 through June 15, 2023.

2. It is understood and agreed that this Agreement neither releases the Released Parties from liability, if any, to PAGA Employees for violations of any predicate statutes other than PAGA, nor effects a waiver of claims by PAGA Employees against the Released Parties for the same.

V. DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

1. Settlement Approval by Court. The Parties recognize that Court approval is required in the event of any settlement of a PAGA action, in accordance with California Labor Code § 2699(1)(2), and that a judgment with respect to the PAGA action is binding with respect to non-party aggrieved employees upon Court approval, pursuant to California Labor Code § 2699(1) and *Arias v. Superior Ct.* (2009) 46 Cal.4th 969. The Parties further recognize that a settlement of a PAGA action is not subject to class action procedural rules, and that PAGA Employees do not have the right to opt-out of or otherwise exclude themselves from the Settlement, or object to the Settlement, and upon approval of the Settlement by the Court and funding of the Settlement, all PAGA Employees will have released the Released Parties of and for the Released Claims and PAGA Employees will be entitled to receive payment, in conformity with the Settlement. In order to comply with the requirements of California Labor Code § 2699, promptly upon execution of this Agreement, Plaintiff’s Counsel shall prepare, file and serve a motion requesting that the Court approve the Settlement, including and not limited to the PAGA Penalties, Attorneys’ Fees and Costs, and Settlement Administration Costs, and apply to the Court for the entry of an order approving the Settlement and all of the requested payments and entering judgment (“Approval Order and Judgment”). The motion shall advocate that the penalties are fair, adequate, and reasonable, which will draw no opposition from Defendants or Defense Counsel. Before Plaintiff

applies to the Court for approval of the Settlement, Plaintiff's Counsel shall submit the Agreement to the LWDA in conformity with California Labor Code § 2699(l)(2).

2. With Plaintiff's motion for approval of Settlement, Plaintiff shall submit a proposed Approval Order and Judgment which shall seek, *inter alia*: (1) approval of this Settlement and the terms herein; (2) permanent bar of all PAGA Employees from prosecuting any of the Released Claims released in this Agreement against the Released Parties; and (3) that no individualized notice of entry of the Approval Order and Judgment is required to be provided to the PAGA Employees. Prior to filing, Plaintiff's Counsel will provide Counsel a courtesy copy of the proposed Approval Order and Judgment. Upon entry of the Approval Order and Judgment by the Court, Plaintiff's Counsel shall submit the Approval Order and Judgment to the LWDA in conformity with California Labor Code § 2699(l)(2).

VI. ADMINISTRATION OF THE SETTLEMENT

1. PAGA Employee Lists. Each Defendant shall compile a list containing the following information regarding each of the PAGA Employees: (1) full name; (2) last known mailing address; (3) Social Security number; and (4) the total number of pay periods worked during the PAGA Period ("PAGA Employee List"). The PAGA Employee List will be provided to the Settlement Administrator within ten (10) calendar days after the Court has signed and entered the Approval Order and Judgment. This information shall be treated as and remain confidential and shall be used solely to manage the notice and payment process described herein, shall not be disclosed to anyone other than the Settlement Administrator, except to applicable taxing authorities, or pursuant to express written authorization of Defendants, the individual in question, or by order of the Court.

2. Funding of Settlement. Defendants shall fund the Gross Settlement Amount as described in this Agreement by way of electronic transfer to the account to be established by the Settlement Administrator for purposes of administration of the Settlement ("Settlement Administration Account"). Defendants' obligations for funding the settlement are satisfied upon expiration of the settlement checks, as set forth in Section VI.6 below.

3. Payments to LWDA, Plaintiff's Counsel, and Settlement Administrator. Within ten (10) calendar days after Defendants fund the Gross Settlement Amount, the Settlement Administrator shall pay the Court-approved LWDA Payment to the LWDA, Attorneys' Fees and Costs to Plaintiff's Counsel, and Settlement Administration Costs to itself.

4. Employee Notices and Payments to PAGA Employees. Within ten (10) calendar days after Defendants fund the Gross Settlement Amount, the Settlement Administrator shall mail via U.S. First Class mail to each PAGA Employee his or her Individual Settlement Check at the last known address in the PAGA Employee List or a more updated address from the National Change of Address Database. A notice letter explaining why the check is being sent (“Employee Notice”), in a mutually-agreed upon form that has been approved by the Court, in substantially the form that is attached hereto as “Exhibit A,” will be included in the mailing of each PAGA Employee’s Individual Settlement Check. Together, an Individual Settlement Check that is mailed to a PAGA Employee with the Employee Notice is referred to as a “Payment Packet.” Prior to mailing the Payment Packets, the Settlement Administrator shall check the addresses provided using the National Change of Address database. Should any of the Employee Notices be returned as undeliverable, the Settlement Administrator will have fifteen (15) calendar days after it receives the returned undeliverable mail to search for a more current address for the PAGA Employee (via a skip trace or other reasonable method) and to re-mail Employee Notices to the traced address. The Settlement Administrator will only be required to re-mail the Payment Packets once by way of this process.

5. Within twenty (20) calendar days of distributing the Gross Settlement Fund, the Settlement Administrator shall provide to Plaintiff’s and Defendants’ Counsel written confirmation verifying that it effected disbursement of the Gross Settlement Fund pursuant to the terms of this Agreement.

6. Expiration of Settlement Checks. All Individual Settlement Checks will expire one hundred and eighty (180) calendar days after the initial mailing of the original Payment Packets to the PAGA Employees, and thereafter, shall be cancelled. If any funds remain in the Settlement Administration Account as a result of cancelled Individual Settlement Checks, such funds shall be transmitted to the State Controller’s Office Unclaimed Property Fund in the name of each PAGA Employee whose check is voided. All duties set forth herein shall be included in the Settlement Administration Costs and paid from the Gross Settlement Amount.

7. Disputes Relating to Settlement Administration. Any disputes concerning administration of the Settlement which cannot be resolved by the Parties shall be submitted to and resolved by the Court.

8. Settlement Administrator’s Tax Reporting. The Settlement Administrator shall be responsible for providing the requisite Form 1099’s as required by this Agreement, and the completion of any other steps necessary for compliance with any tax obligations of the Settlement under federal, state, and/or local law, as applicable.

9. As soon as practicable after execution of this Agreement, Plaintiff's Counsel shall, with the assistance and cooperation of Defendants and their counsel, take all necessary steps to secure the approval of this Settlement from the Court. Irrespective of whether a PAGA Employee's Individual Settlement Check has been cashed, he or she will be deemed to be bound to this Settlement, the release provided herein, and the Court's Approval Order and Judgment.

VII. ADDITIONAL TERMS.

1. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

2. No Admission. Nothing contained herein, nor is the consummation of this Settlement, to be construed or deemed an admission with respect to liability, culpability, negligence, or wrongdoing on the part of Defendants, Released Parties, Plaintiff, Plaintiff's Counsel, Counsel for Defendants, PAGA Employees, or the LWDA. Each of the Parties hereto has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. Defendants deny that they have engaged in any unlawful activity, that they have failed to comply with the law in any respect, and that they have any liability to anyone under the claims asserted in the Action. The Parties agree that this Agreement does not constitute an admission by Defendants or any of the Released Parties of any of the matters alleged in the Action or of any violation by any of them of any federal, state or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Plaintiff, Defendants or any of the Released Parties.

3. Nullification. If the Court should fail to approve the Settlement as agreed upon by the Parties, the Parties shall coordinate efforts to address the Court's questions or concerns and work jointly to make reasonable efforts to remedy the Settlement in order to obtain the Court's approval. If the Parties cannot resolve the issues identified by the Court in denying approval, the Parties shall be restored to their litigation positions and all funds returned to Defendants. If, after the Parties make a second attempt to obtain approval of the material terms of the Settlement, unless the Parties specifically agree to continue with their coordinated efforts to obtain Court approval, the Court fails to approve the material terms of the settlement in the form agreed to by the Parties (except for the amount of Attorneys' Fees and Costs requested by Plaintiff's Counsel), or if the

Court's approval of this Agreement is reversed, modified, or declared or rendered void, then: (a) this Agreement shall be considered null and void; (b) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (c) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. Invalidation of any material portion of this Agreement, except for the amount of the Attorneys' Fees and Costs, shall invalidate this Agreement in its entirety unless the Parties subsequently agree in writing that the remaining provisions shall remain in full force and effect.

4. Attorneys' Fees, Costs And Expenses. Except as specifically set forth herein, each Party shall bear its/his/her own attorneys' fees, costs and expenses, taxable or otherwise, incurred by him/her/it/them arising out of the Action, and shall not seek reimbursement thereof from any other party to this Agreement, unless otherwise specifically stated.

5. Enforcement And Continuing Jurisdiction Of The Court. The Parties agree that upon approval by the Court, this Agreement shall be enforceable by the Court, and the Court shall retain exclusive and continuing equity jurisdiction pursuant to California Code of Civil Procedure § 664.6 of this action over all Parties and PAGA Employees to interpret and enforce the terms, conditions, and obligations set forth in this Agreement.

6. Severability. The Parties agree that if any immaterial provision of this Agreement is held to be invalid by a court of competent jurisdiction, that provision shall be deemed severed and deleted from this Agreement, and neither that provision nor its severance and deletion shall affect the validity of the remaining provisions, and the remaining provisions shall be deemed enforceable.

7. Construction. The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive arm's-length negotiations between the Parties and that this Agreement constitutes the entire agreement between Plaintiff and Defendants regarding the settlement of the Released Claims and that this Agreement supersedes all prior agreements, written or oral, between or among the Parties regarding the resolution of the Released Claims.

8. Given that all Parties hereto had the opportunity to draft, review, and edit the language of this Agreement, no presumption for or against any Party arising out of drafting all or any part of this Agreement may be applied in any action relating to, connected to, or involving this Agreement. Accordingly, the Parties hereby waive the benefit of any legal principle or rule providing that, in cases of uncertainty, the language of a contract should be interpreted against the Party who caused the uncertainty to exist

9. Non-Evidentiary Use. Neither the existence of this Agreement, the terms of this Agreement, the negotiation and execution of this Agreement, all acts performed or documents executed pursuant to or in furtherance of this Agreement, nor the settlement of the Action shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiff, the LWDA, Defendants or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, culpability, fault, wrongdoing, omission, concession, or damage, or of the truth of any of the factual allegations in the Operative Complaint in the Action; (b) disclosed, referred to, or offered in evidence against Plaintiff, the LWDA, Defendants or any of the Released Parties in any further proceeding in the Action, or any other civil, criminal, or administrative action or proceeding in any court, administrative agency or other tribunal except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendants to attempt to establish that a PAGA Employee has resolved or been compensated for any claims made by that employee; and (c) deemed to be, nor used as, an admission or evidence of the appropriateness of these or similar claims for representative treatment, class certification or administration other than for purposes of administering this Settlement. Nothing herein shall constitute an admission by Defendants that the Action was properly brought as a representative action other than for settlement purposes.

10. Choice Of Law. The rights and obligations of the Parties under this Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. California law shall govern the interpretation of this Agreement even if a choice of law analysis under state or federal law would dictate that another forum's law be applied.

11. Cooperation. Each Party, on behalf of themselves, and their respective business entities, heirs, executors, and assigns, agrees that they will abide by this Agreement and will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated objectives of this Agreement.

12. Captions And Headings. Paragraph titles, captions, or headings contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

13. Modification. This Agreement may not be changed, altered, waived, or modified, except in writing and signed by counsel for the Parties hereto, and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

14. Binding. This Agreement is binding upon, and shall inure to the benefit of, the Parties hereto and their respective agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, heirs, executors, administrators, insurers, and successors in interest.

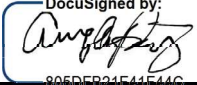
15. No Publication. The Parties will, and will cause all their respective current or past counsel to: (i) maintain in confidence and not publish or otherwise disclose to any third party the terms of this Agreement or any related information, except as necessary to obtain Court approval as contemplated by this Agreement; and (ii) not publish the fact and/or terms of this Agreement or any related information on their website(s), for advertising purposes and/or in publication materials generally available to the public. Notwithstanding the foregoing, the Parties acknowledge and agree that this Agreement will be admissible and subject to disclosure in any proceeding to enforce its terms.

16. Electronic Signatures and Counterparts. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties. The counterparts may be executed and/or transmitted electronically or by facsimile.

IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this Private Attorneys General Act Settlement Agreement and Release as of the date set forth below.

PLAINTIFF EVA ANGELINA RAMIREZ

DATED: 7/29/2023 | 6:01 PM PDT

DocuSigned by:

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Eva Angelina Ramirez

DEFENDANT CUE HEALTH INC.

DATED: _____

By: _____
On behalf of CUE HEALTH INC.

14. Binding. This Agreement is binding upon, and shall inure to the benefit of, the Parties hereto and their respective agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, heirs, executors, administrators, insurers, and successors in interest.

15. No Publication. The Parties will, and will cause all their respective current or past counsel to: (i) maintain in confidence and not publish or otherwise disclose to any third party the terms of this Agreement or any related information, except as necessary to obtain Court approval as contemplated by this Agreement; and (ii) not publish the fact and/or terms of this Agreement or any related information on their website(s), for advertising purposes and/or in publication materials generally available to the public. Notwithstanding the foregoing, the Parties acknowledge and agree that this Agreement will be admissible and subject to disclosure in any proceeding to enforce its terms.

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IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this Private Attorneys General Act Settlement Agreement and Release as of the date set forth below.

PLAINTIFF EVA ANGELINA RAMIREZ

DATED: _____

Eva Angelina Ramirez

DEFENDANT CUE HEALTH INC.

DATED: 7/24/2023

DocuSigned by:

Erica Palsis

0C4E346A1B5C44D8
By: Erica Palsis

On behalf of CUE HEALTH INC.

DEFENDANT TEG STAFFING, INC.

DATED: _____

By: _____
On behalf of TEG STAFFING, INC.

APPROVED AS TO FORM AND CONTENT:

DATED: _____

AEGIS LAW FIRM, PC

By: _____
Samuel Wong
Attorneys for Plaintiff

DATED: _____

LITTLER MENDELSON, P.C.

By: _____
Attorneys for Defendant TEG STAFFING, INC.

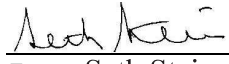
DATED: August 8, 2023

PETTIT KOHN INGRASSIA LUTZ & DOLIN

By:  _____
Thomas S. Ingrassia, Esq.
Attorneys for Defendant CUE HEALTH INC.

DEFENDANT TEG STAFFING, INC.

DATED: 8-2-23


By: Seth Stein
On behalf of TEG STAFFING, INC.

APPROVED AS TO FORM AND CONTENT:

DATED: 7/29/2023

AEGIS LAW FIRM, PC

By: 
Samuel Wong
Attorneys for Plaintiff

DATED: 8/3/2023

LITTLER MENDELSON, P.C.

By: 
Stacey E. James
Attorneys for Defendant TEG STAFFING, INC.

DATED: _____

PETTIT KOHN INGRASSIA LUTZ & DOLIN

By: _____
Attorneys for Defendant CUE HEALTH INC.

EXHIBIT A

Exhibit A
Employee Notice

<<Mailing Date>>

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

Re: Individual Settlement Payment from *Janette Brown, et al., v. Cue Health Inc., et al.*
San Diego County Superior Court, Case No. 37-2021-00048118-CU-OE-CTL

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

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Check”). This check is your payment from the settlement of a lawsuit entitled *Janette Brown, et al., v. Cue Health Inc., et al.*, Case No. 37-2021-00048118-CU-OE-CTL (“Action”), pending in the Superior Court of California for the County of San Diego (“Court”).

Eva Angelina Ramirez (“Plaintiff”) was assigned to work at Cue Health Inc. by TEG Staffing, Inc. dba Eastridge Workforce Solutions. She alleges that she was jointly employed by both companies (“Defendants”). She and another individual brought a claim 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 California Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”). Plaintiff alleged that Defendants violated multiple provisions of the California Labor Code and Industrial Welfare Commission Wage Orders by failing to properly pay all wages (including minimum and overtime wages including at the proper rates), provide lawful meal periods or compensation in lieu thereof, authorize or permit lawful rest breaks or provide compensation in lieu thereof, reimburse all work-related expenses paid for out-of-pocket, timely pay all wages during employment and upon separation of employment, provide compliant wage statements, and illegal retention of pay. Defendants deny these allegations and deny any wrongdoing of any kind associated with these allegations. Indeed, no finding of fault has been made with respect to either of the Defendants.

A settlement was reached between Plaintiff and Defendants, on behalf of Plaintiff, the State of California, and the following aggrieved employees: all current and former non-exempt employees employed by Cue Health Inc. in California, or who were employed at any Cue Health Inc. location in California, at any time between November 12, 2020 and June 15, 2023, including all non-exempt employees of TEG who were assigned to work for Cue Health Inc. within the State of California between November 12, 2020 and June 15, 2023 (“PAGA Employees”).

On <<Approval Date>>, the settlement was approved by the Court, with a portion to be paid to the State of California and a portion to be paid to the PAGA Employees. You are receiving a portion of the settlement (the enclosed Individual Settlement Check) because you have been identified as a PAGA Employee. Your Individual Settlement Check is based on the total number of pay periods that you worked as a PAGA Employee during the period between November 12, 2020 through June 15, 2023 (“PAGA Period”). The Individual Settlement Check is considered to be 100% penalties, which will be reported on an IRS Form 1099. 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.

By way of the settlement, you are deemed to fully release and forever discharge the Released Parties from the Released Claims. The “Released Parties” means and refers to Defendants and their past, present, and future owners, parents, subsidiaries, affiliates, or related companies, and all of their current, former, and future officers, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, attorneys, insurers, reinsurers, directors, officers, managing agents, owners, staffing agents/partners, and alleged joint-employers and/or legal representatives. The “Released Claims” means and refers to all claims alleged or that could have been alleged based on the facts alleged in the Operative Complaint, and the PAGA letters and amended PAGA letters issued by Plaintiff and her predecessor, Jeanette Brown, which arose during the PAGA Period. This includes without limitation, failure to properly pay all wages (including minimum and overtime wages), provide lawful meal periods or compensation in lieu thereof, authorize or permit lawful rest breaks or provide compensation in lieu thereof, reimburse all work-related expenses paid for out-of-pocket, timely pay all wages during employment and upon separation of employment, and to provide compliant wage statements; illegal retention of pay; and for violation of and/or based on California Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 227.3, 246, 510, 511, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and all applicable Wage Orders, and all claims for attorneys’ fees and costs and statutory interest in connection therewith.

Exhibit A

Employee Notice

Your Individual Settlement Check is valid for 180 calendar days from the date of issuance, and if you do not cash, deposit, or otherwise negotiate the check within the 180-day timeframe, your Individual Settlement Check will be cancelled and the funds will be transmitted to the State Controller's Office Unclaimed Property Fund in the name of the PAGA Employee whose check is voided.

Do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement. If you have any questions concerning the settlement, you may contact the Settlement Administrator at <<INSERT CONTACT INFORMATION>>.

EXHIBIT B

AEGIS LAW FIRM, PC

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Attorneys for Plaintiff Janette Brown and Eva Angelina Ramirez,
individually, and on behalf of all other aggrieved employees.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

JANETTE BROWN and EVA ANGELINA
RAMIREZ, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

CUE HEALTH INC.; TEG STAFFING,
INC.; and DOES 1 through 20, inclusive,

Defendants.

Case No.: 37-2021-00048118-CU-OE-CTL

*Assigned for All Purposes to:
Hon. Judge Keri Katz
Department: C-74*

THIRD AMENDED COMPLAINT

1 Plaintiffs Janette Brown and Eva Angelina Ramirez, individually, and on behalf of all
2 other aggrieved employees, allege as follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiffs Janette Brown and Eva Angelina Ramirez (“Plaintiffs”) bring this
5 representative action against defendants Cue Health Inc., TEG Staffing, Inc., and DOES 1
6 through 20, inclusive (collectively, “Defendants”), on behalf of themselves individually and a
7 representative group of California citizens who are and were employed by Defendants as non-
8 exempt employees throughout California.

9 2. Defendants are in the business of providing health monitoring systems.

10 3. Through this action, Plaintiffs allege that Defendants have engaged in a
11 systematic pattern of wage and hour violations under the California Labor Code and Industrial
12 Welfare Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate
13 unfair competition.

14 4. Plaintiffs are informed and believe, and thereon allege, that Defendants have
15 increased their profits by violating state wage and hour laws by, among other things:

- 16 (a) Failing to pay overtime wages at the proper rates;
- 17 (b) Failing to pay all wages (including minimum wages and overtime
18 wages);
- 19 (c) Failing to provide lawful meal periods or compensation in lieu thereof;
- 20 (d) Failing to authorize or permit lawful rest breaks or provide compensation
21 in lieu thereof;
- 22 (e) Unlawfully collecting or receiving wages paid;
- 23 (f) Failing to pay failing to pay all sick pay and upon the end of
24 employment;
- 25 (g) Failing to pay all vacation time (including at the proper rate of pay);
- 26 (h) Failing to provide accurate itemized wage statements;
- 27 (i) Failing to pay all wages due upon separation of employment; and
- 28 (j) Failing to reimburse all business expenses incurred by the employee in

1 direct consequence of the discharge of his or her duties.

2 5. Plaintiffs are informed and believe, and thereon allege, that Defendants violated
3 to Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.3, 226.7, 227.3, 246, 510, 511, 512,
4 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and 2698 *et seq.*

5 6. Plaintiffs bring this representative action against Defendants on behalf of
6 themselves and other aggrieved employees to recover, among other things, civil penalties,
7 attorney's fees and costs and expenses pursuant to the Private Attorneys General Act of 2004,
8 Labor Code §§ 2698, *et seq.* ("PAGA") and Code of California Civil Procedure § 1021.5.

9 **JURISDICTION AND VENUE**

10 7. This is a representative action pursuant to PAGA. The penalties sought by
11 Plaintiffs exceed the minimal jurisdictional limits of the Superior Court and will be established
12 according to proof at trial.

13 8. This Court has jurisdiction over this action pursuant to the California
14 Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all
15 causes except those given by statutes to other courts. The statutes under which this action is
16 brought do not specify any other basis for jurisdiction.

17 9. This Court has jurisdiction over all Defendants because, upon information and
18 belief, they are citizens of California, have sufficient minimum contacts in California, or
19 otherwise intentionally avail themselves of the California market so as to render the exercise of
20 jurisdiction over them by the California courts consistent with traditional notions of fair play
21 and substantial justice.

22 10. Venue is proper in this Court because, upon information and belief, Defendants
23 reside, transact business, or have offices in this county, and the acts and omissions alleged
24 herein took place in this county.

25 **THE PARTIES**

26 11. Plaintiffs are citizens of California. Plaintiffs were employed by Defendants.

27 12. Plaintiffs are informed and believe, and thereon allege that at all times
28 hereinafter mentioned, Defendants were and are subject to the Labor Code and IWC Wage

1 Orders as employers, whose employees were and are engaged throughout this county and the
2 State of California.

3 13. Plaintiffs are unaware of the true names or capacities of the defendants sued
4 herein under the fictitious names DOES 1 through 20, but will seek leave of this Court to
5 amend this Complaint and serve such fictitiously named defendants once their names and
6 capacities become known.

7 14. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 20
8 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants
9 at all relevant times.

10 15. Plaintiffs are informed and believe, and thereon allege, that each defendant acted
11 in all respects pertinent to this action as the agent of the other defendant, carried out a joint
12 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant
13 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as
14 the employer and/or joint employer of Plaintiff and other aggrieved employees.

15 16. Plaintiffs are informed and believe, and thereon allege, that each and all of the
16 acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or
17 DOES 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on
18 the other's behalf. The acts of any and all Defendants were in accordance with, and represent,
19 the official policy of Defendants.

20 17. At all relevant times, Defendants, and each of them, acted within the scope of
21 such agency or employment, or ratified each and every act or omission complained of herein.
22 At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of
23 each and all the other Defendants in proximately causing the damages herein alleged.

24 18. Plaintiffs are informed and believes, and thereon alleges, that each of said
25 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
26 omissions, occurrences, and transactions alleged herein.

27 **GENERAL ALLEGATIONS**

28 19. At all relevant times mentioned herein, Defendants employed Plaintiffs and

1 other California citizens as non-exempt employees at Defendants' California business
2 location(s).

3 20. Defendants continue to employ non-exempt employees within California.

4 21. Plaintiffs are informed and believe, and thereon allege, that at all times herein
5 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals
6 who were knowledgeable about California's wage and hour laws, employment and personnel
7 practices, and the requirements of California law.

8 22. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
9 should have known that Plaintiffs and other aggrieved employees were entitled to receive
10 wages for all time worked (including minimum and overtime wages) and that they were not
11 receiving all wages earned for work that was required to be performed due to rounding,
12 donning and doffing requirements, lines to clock in, health screenings, other off-the-clock
13 work, and interrupted meal periods, among other practices. In violation of the Labor Code and
14 IWC Wage Orders, Plaintiffs and other aggrieved employees were not paid all wages
15 (including minimum and overtime wages) for all hours worked at the proper rates of pay.

16 23. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
17 should have known that Plaintiffs and other aggrieved employees were entitled to receive
18 overtime wages and that they were not receiving all wages earned for work under Defendants'
19 Alternative Workweek Schedule. Plaintiffs believe Defendant either failed to implement a
20 proper alternative workweek or failed to properly pay overtime under a valid Alternative
21 Workweek Schedule and thus owe Plaintiffs and other aggrieved employees unpaid overtime.

22 24. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
23 should have known that Plaintiffs and other aggrieved employees were entitled to receive all
24 required meal periods or payment of one (1) additional hour of pay at Plaintiffs' and other
25 aggrieved employees' regular rate of pay when they did not receive a timely, uninterrupted
26 meal period. In violation of the Labor Code and IWC Wage Orders, Plaintiffs and other
27 aggrieved employees did not receive all meal periods or payment of one (1) additional hour of
28 pay at Plaintiffs' and other aggrieved employees' regular rate of pay when they did not receive

1 a timely, uninterrupted meal period. Plaintiffs are informed and believe, and thereon allege, that
2 Defendants knew or should have known that Plaintiffs and other aggrieved employees were
3 entitled to receive all wages paid to Plaintiffs and other aggrieved employees. In violation of
4 the Labor Code and IWC Wage Orders, Defendants unlawfully collected or received the wages
5 paid to Plaintiffs and other aggrieved employees.

6 25. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
7 should have known that Plaintiffs and other qualifying aggrieved employees were entitled to
8 sick pay and that all accrued and unused sick pay was required to be paid to Plaintiff and other
9 aggrieved employees at the end of their employment with Defendants. In violation of the Labor
10 Code and IWC Wage Orders, Plaintiffs and other aggrieved employees were not paid all sick
11 pay and at the end of their employment with Defendants.

12 26. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
13 should have known that Plaintiffs and other aggrieved employees who were terminated from
14 their employment with Defendants were entitled to vested vacation time at their final rate of
15 pay. In violation of the Labor Code and IWC Wage Orders, Defendants failed to pay all vested
16 vacation time as wages (and at the proper rate of pay) to Plaintiffs and other aggrieved
17 employees who were terminated from their employment with Defendants.

18 27. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
19 should have known that Plaintiffs and other aggrieved employees were entitled to receive all
20 rest breaks or payment of one (1) additional hour of pay at Plaintiffs' and other aggrieved
21 employees' regular rate of pay when a rest break was missed. In violation of the Labor Code
22 and IWC Wage Orders, Plaintiffs and other aggrieved employees did not receive all rest breaks
23 or payment of one (1) additional hour of pay at Plaintiffs' and other aggrieved employees'
24 regular rate of pay when a rest break was missed.

25 28. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
26 should have known that Plaintiffs and other aggrieved employees were entitled to
27 reimbursement for necessary expenditures incurred in connection with the performance and
28 execution of their job duties. In violation of the California Labor Code, Plaintiffs and other

1 aggrieved employees did not receive adequate reimbursement for necessary business expenses,
2 including, but not limited to, reimbursement for cell phone use.

3 29. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
4 should have known that Plaintiffs and other aggrieved employees were entitled to receive
5 itemized wage statements that accurately showed the gross and net wages earned, total hours
6 worked, all applicable hourly rates in effect, and the number of hours worked at each hourly
7 rate in accordance with California law. In violation of the Labor Code, Plaintiffs and other
8 aggrieved employees were not provided with accurate itemized wage statements.

9 30. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
10 should have known that the aggrieved employees were entitled to timely payment of wages due
11 upon separation of employment. In violation of the Labor Code, aggrieved employees did not
12 receive payment of all wages within permissible time periods.

13 31. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
14 should have known they had a duty to compensate Plaintiffs and other aggrieved employees,
15 and Defendants had the financial ability to pay such compensation but willfully, knowingly,
16 and intentionally failed to do so in order to increase Defendants' profits.

17 32. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
18 should have known they had a duty to compensate Plaintiffs and aggrieved employees, and
19 Defendants had the financial ability to pay such compensation but willfully, knowingly and
20 intentionally failed to do so all in order to increase Defendants' profits.

21 **FIRST CAUSE OF ACTION**

22 **ENFORCEMENT OF LABOR CODE § 2698 ET SEQ. ("PAGA")**

23 (Cal. Lab. Code §§ 2698, *Et Seq.*)

24 33. Plaintiffs hereby re-allege and incorporate by reference the previous paragraphs,
25 as though fully set forth herein.

26 34. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that
27 provides for a civil penalty to be assessed and collected by the Labor and Workforce
28 Development Agency ("LWDA") or any of its departments, divisions, commissions, boards,

1 agencies or employees for violation of the code may, as an alternative, be recovered through a
2 civil action brought by an aggrieved employee on behalf of himself or herself and other current
3 or former employees pursuant to the procedures specified in Labor Code § 2699.3.

4 35. For all provisions of the Labor Code except those for which a civil penalty is
5 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one
6 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation
7 and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each
8 subsequent pay period in which Defendants violated these provisions of the Labor Code.

9 36. Defendants' conduct with respect to Plaintiffs and the other aggrieved
10 employees violates numerous Labor Code sections including, but not limited to, the following:

- 11 (a) Violation of Labor Code §§ 201, 202, 203, 204, 210, 510, 1182.12, 1194,
12 1194.2, 1197, 1197.1, and 1198, for failure to timely pay to Plaintiff and
13 other aggrieved employees all earned wages (including minimum and
14 overtime wages and at the proper rate of pay) during and upon separation
15 of employment;
- 16 (a) Violation of Labor Code §§ 226.7 and 512 for failure to provide lawful
17 meal periods to Plaintiff and other aggrieved employees, and failure to
18 pay premium wages for missed meal periods as herein alleged;
- 19 (b) Violation of Labor Code § 226.7 for failure to permit rest breaks to
20 Plaintiff and other aggrieved employees, and failure to pay premium
21 wages for missed rest periods as herein alleged;
- 22 (c) Violation of Labor Code §§ 226 and 226.3 for failure to provide
23 accurate itemized wage statements to Plaintiff and other aggrieved
24 employees as herein alleged;
- 25 (d) Violation of Labor Code § 221 for unlawfully collecting or receiving the
26 wages paid to Plaintiff and other aggrieved employees as herein alleged;
- 27 (e) Violation of Labor Code § 246 for failing to pay all sick pay to Plaintiff
28 and other aggrieved employees and upon the end their employment;

1 (f) Violation of Labor Code § 227.3 for failing to pay all vacation time to
2 Plaintiff and other aggrieved employees (including at the proper rate of
3 pay);

4 (g) Violation of Labor Code §§ 2800 and 2802 for failure to reimburse
5 Plaintiff and other aggrieved employees for all business expenditures as
6 herein alleged; and

7 (h) Violation of Labor Code §§ 1174 and 1174.5 for failure to keep accurate
8 records of hours worked by Plaintiff and other aggrieved employees as
9 herein alleged.

10 37. Plaintiffs are an “aggrieved employee” because they were employed by the
11 alleged violators and had one or more of the alleged violations committed against her, and
12 therefore is properly suited to represent the interests of all other aggrieved employees.

13 38. Plaintiffs have timely alleged the above PAGA violations and have exhausted
14 the procedural requirements under Labor Code § 2699.3 as to Defendants and are therefore
15 able to pursue a claim for penalties on behalf of themselves and all other aggrieved employees
16 under PAGA.

17 39. Defendants’ conduct, as alleged herein, has been and continues to be unfair,
18 unlawful and harmful to Plaintiffs and the general public. Plaintiffs therefore seek to enforce
19 important rights affecting the public interest within the meaning of Code of Civil Procedure
20 § 1021.5.

21 40. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiffs are entitled to
22 recover civil penalties, in addition to other remedies, for violations of the Labor Code sections
23 cited above.

24 41. For bringing this action, Plaintiffs are entitled to attorney’s fees and costs
25 incurred herein.

26 **PRAYER FOR RELIEF**

27 Plaintiffs, on their own behalf and on behalf of all other aggrieved employees, pray for
28 relief and judgment against Defendants, jointly and severally, as follows:

1 1. For civil penalties against Defendants on behalf of all aggrieved employees
2 pursuant to Labor Code §§ 558 and 2698, *et seq.*;

3 2. For reasonable attorney's fees and costs of suit to the extent permitted by law,
4 including pursuant to Code of Civil Procedure § 1021.5 and Labor Code §§ 2698, *et seq.*; and

5 3. For such other relief as the Court deems just and proper.
6
7

8 Dated: July 17, 2023

AEGIS LAW FIRM, PC

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10 By: _____
11 Joseph M. Szilagyi
12 Attorneys for Plaintiff Janette Brown and
13 Eva Angelina Ramirez
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