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BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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Attorneys for Plaintiffs Maurice Keys and Jose Juan Noyola,
individually, and on behalf of all others similarly situated.

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

MAURICE KEYS and JOSE JUAN
NOYOLA, individually and on behalf of
all others similarly situated s,

Plaintiffs,

vs.

USA WASTE OF CALIFORNIA, INC.;
STAFFING NETWORK HOLDINGS,
L.L.C.; and DOES 3 through 20,
inclusive,

Defendant.

Case No. **30-2022-01244825-CU-OE-CXC**

**DECLARATION OF KYLE NORDREHAUG IN
SUPPORT OF MOTION FOR APPROVAL OF
PAGA SETTLEMENT**

Judge: Hon. Layne H. Melzer
Department CX102

HEARING INFORMATION:

Date: August 28, 2025
Time: 2:00 p.m.

1 **DECLARATION OF KYLE NORDREHAUG IN SUPPORT OF PLAINTIFFS'**

2 **MOTION FOR APPROVAL OF SETTLEMENT**

3 **UNDER PRIVATE ATTORNEYS GENERAL ACT**

4 I, Kyle Nordrehaug, declare:

5 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP
6 ("BNBD"), counsel for Plaintiffs Maurice Keys and Jose Juan Noyola ("Plaintiffs"). As such, I am fully
7 familiar with the facts, pleadings and history of this matter. The following facts are within my own
8 personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.

9 2. This declaration is being submitted in support of Plaintiffs' Motion for an Order granting
10 approval of the Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq.* ("PAGA")
11 representative action settlement. The settlement reached between Plaintiffs, on the one hand, and
12 Defendants USA Waste of California, Inc. and Staffing Network Holdings, L.L.C ("Defendants"), on
13 the other hand, is set forth in the Joint Stipulation of PAGA Representative Action Settlement and
14 Release ("Settlement" or "Agreement") submitted with this motion.

15
16 **Experience of BNBD**

17 3. I have represented hundreds of thousands of employees in hundreds of legal
18 matters, including PAGA lawsuits and hundreds of employment class actions. Blumenthal
19 Nordrehaug Bhowmik De Blouw LLP's practice is devoted almost entirely to the prosecution of
20 wage and hour class action and PAGA action matters. The attorneys at Blumenthal Nordrehaug
21 Bhowmik De Blouw LLP have been appointed lead counsel in hundreds of contested motions for
22 class certification including many consolidated wage and hour matters.

23 (a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for
24 handling the briefing and argument that resulted in the landmark ruling of *Sakkab v. Luxottica*
25 *Retail N. Am., Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug Bhowmik De
26 Blouw LLP overcame opposition by Littler Mendelson and amici Curiae briefs submitted by
27 Mayer Brown LLP to persuade the Ninth Circuit of the importance of the substantive rights of the
28 State of California under the California Private Attorney General Act of 2004 ("PAGA").

1 Blumenthal Nordrehaug Bhowmik De Blouw LLP took the lead on this case where the ruling was
2 the reaffirmation of the PAGA statute and the *Iskanian* rule. Blumenthal Nordrehaug Bhowmik
3 De Blouw LLP also has recently engaged in noted appellate work on the subject of class actions
4 in the California Court of Appeals resulting in the opinions handed down in *Securitas Sec. Services*
5 *USA, Inc. v. Superior Court*, 234 Cal. App. 4th 1109, 184 Cal. Rptr. 3d 568 (2015) (class or
6 representative action waiver in an employment-related arbitration agreement was unenforceable);
7 *Altman v. Solarcity Corp.*, No. D067582, 2016 Cal. App. Unpub. LEXIS 3536 (Ct. App. May 13,
8 2016) (same). In 2015, Blumenthal Nordrehaug Bhowmik De Blouw LLP received an award
9 from the Daily Journal for Top Appellate Reversal, and I received an award from the Daily Journal
10 as Top Labor & Employment Attorney 2016.

11 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds of
12 PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De Blouw
13 LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the amount of
14 \$3,750,000 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No. 17CV313148);
15 (ii) CH Robinson in the amount of \$630,000 (*Poublon v. C.H. Robinson*, U.S.D.C. Central District
16 of California Case No. 12-06654); (iii) Accentcare in the amount of \$500,000 (*Lanuza v.*
17 *Accentcare*, San Francisco Superior Court Case No. CGC-18-565521); (iv) Prime Healthcare in
18 the amount of \$700,000 (*Ortega v. Prime Healthcare Paradise Valley, LLC*, Superior Court of
19 California for the County of San Diego, Case No. 37-2014-00011240); (v) Planet Beauty in the
20 amount of \$200,000 (*Sanchez v. Beena Beauty Holding, Inc.*, Superior Court of California for the
21 County of Los Angeles, Case No. BC566065); (vi) Holman Automotive Group in the amount of
22 \$580,000 (*Gabriel v. KUNI SDI, LLC, et al.*, Superior Court of California for the County of San
23 Diego, Case No. 37-2017-00025191); (vii) Aircraft Service International in the amount of
24 \$1,100,000 (*Martin v. Aircraft Service International, Inc., et al.*, Superior Court of California,
25 County of San Francisco Case No. CGC-18-566072); (viii) Easy Driving School in the amount of
26 \$896,000 (*Thomas v. Easy Driving School*, Superior Court for the County of San Diego, Case No.
27 37-2018-00047639); (ix) Café Rio in the amount of \$835,000 (*Quincho v. Café Rio*, Superior Court
28 for the County of San Bernardino, Case No. CIVDS2011822); (x) Altamed in the amount of

1 \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County of Los Angeles, Case
2 No. 20STCV47464); (xi) Lululemon in the amount of \$1,200,000 (*O'Donnell v. Lululemon USA,*
3 *Inc.*, Superior Court for the County of Ventura, Case No. 56-2020-00542441); (xii) Yourmechanic
4 in the amount of \$1,285,000 (*Provost v. Yourmechanic, Inc.*, Superior Court for the County of San
5 Diego, Case No. 37-2017-00024056); (xiii) Altamed in the amount of \$1,570,000 (*Meek v.*
6 *Altamed Health Services*, Superior Court for the County of Los Angeles, Case No.
7 20STCV47464); (ix) Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst Industries*, Superior
8 Court for the County of Los Angeles, Case No. 21STCV21110); (x) and, Gurnick Academy of
9 Medical Arts in the amount of \$545,000 (*Serna v. Gurnick Academy of Medical Arts*, Superior
10 Court for the County of San Mateo, Case No. 22-CIV-01185). Based upon our significant
11 experience litigating claims for PAGA penalties, the opinion of experience counsel is that this is
12 an excellent settlement and the PAGA Payment here is greater on a per pay period basis than
13 similar settlements that my firm has previously negotiated, and which courts have approved.

14 (c) Then Chief Judge Irma Gonzales in a consolidated class action representing
15 hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik De Blouw LLP was
16 "qualified counsel with extensive experience in class action litigation." *McPhail v. First Command*
17 *Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007). Examples of other contested actions
18 where class certification was granted Blumenthal Nordrehaug Bhowmik De Blouw LLP was
19 appointed lead class counsel in wage and hour class actions in Federal Court include *Schulz v.*
20 *Qualxserv, LLC*, 2012 U.S. Dist. LEXIS 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher*
21 *Serv. Co., LLC*, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July
22 30, 2014); *Culley v. Lincare Inc.*, No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704
23 (E.D. Cal. Aug. 10, 2016); *Nelson v. Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS
24 51104 (N.D. Cal. Apr. 17, 2015); *Orozco v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-02113-
25 MCE, 2016 U.S. Dist. LEXIS 158115 (E.D. Cal. February 17, 2017); *Metrow v. Liberty Mutual*,
26 U.S.D.C. Case No. EDCV 16-1133 JGB (C.D. Cal. May 1, 2017). Some examples of heavily
27 contested State Court wage and hour class actions where class certification was obtained and
28 BNBD was appointed lead class counsel include *Vakili v. Dignity Health, et al.*, San Francisco

1 Superior Court, Case No. CGC-18-569456 (December 16, 2021); *Armstrong v. Ruan Transport*,
2 San Bernardino Superior Court, Case No. CIVDS1605897 (August 11, 2020); *Spears v. Health*
3 *Net of California*, Sacramento County Superior Court, Case No. 34-2017-00210560 (Oct. 8, 2019);
4 *El Pollo Loco Wage and Hour Cases*, Orange County Superior Court, JCCP Case No. 4957 (July
5 30, 2018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara County Superior Court
6 Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino Superior Court,
7 Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County Superior Court Case
8 No. SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco Superior Court Case
9 No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*, Orange County Superior
10 Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa Ambulance*
11 *Co.*, 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange County Superior
12 Court, Case No. 30-2008-00231219 (Nov. 23, 2009).

13 (d) Over the course of the litigation, a number of attorneys in my firm have
14 worked on this matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik
15 De Blouw LLP firm resume, a true and correct copy of which is attached hereto as Exhibit #1.
16 Some of the major cases our firm has undertaken are also set forth in Exhibit #1. The bulk of the
17 attorneys involved in this matter at Blumenthal Nordrehaug Bhowmik De Blouw LLP have had
18 extensive representative and class litigation experience, much of it in the area of consumer class
19 actions, employment class actions, securities litigation, unfair business practices and other
20 complex litigation. The attorneys at my firm have extensive experience in cases involving labor
21 code violations and overtime claims. Class Counsel has litigated similar wage and hour cases
22 against other employers on behalf of employees, including cases against Sharp Healthcare,
23 Walmart, Legoland, See's Candies, Securitas, Okta, El Pollo Loco, Automobile Association,
24 Marriott, Total Renal, Solarcity, Penske, Universal Protection Services, Panda Express, Redfin,
25 Instacart, Verizon, Apple, Wells Fargo, Kaiser, Culinart, Space Exploration, Time Warner, and
26 California State Automobile Association. It is this level of experience which enabled the firm to
27 undertake the instant matter and to successfully combat the resources of the defendants and their
28 capable and experienced counsel. On account of the concerted and dedicated effort this case

1 required in order to properly handle and prosecute, Class Counsel were precluded from taking
2 other cases, and in fact, had to turn away other potential fee generating cases.

3
4 The Settlement Is Fair, Reasonable and Adequate:

5 4. On March 10, 2022, Jose Noyola filed with the LWDA and served on Defendants a notice
6 under Labor Code section 2699.3, stating that plaintiff Shellenbaum intended to serve as a proxy of the
7 LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations
8 (the “Noyola PAGA Notice”). A true and correct copy of the Noyola PAGA Notice is attached hereto
9 as Exhibit #2. The Noyola PAGA Notice alleged violations of California Labor Code §§ 201, 202, 203,
10 204 et seq., 210, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802,
11 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of
12 Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and the applicable Industrial
13 Welfare Commission Wage Order(s), and attached a copy of the complaint by Plaintiff Shellenbaum as
14 an exhibit to the Shellenbaum PAGA Notice.

15 5. On June 2, 2022, Plaintiff Jose Juan Noyola filed a PAGA representative lawsuit against
16 Staffing Network Holdings, L.L.C. and Waste Management National Services, Inc., entitled *Noyola v.*
17 *Staffing Networks Holdings, L.L.C., et al.*, Orange County Superior Court Case No. 30-2022-01262771-
18 CU-OE-CXC, seeking PAGA penalties on claims for alleged Labor Code violations premised on: (i) the
19 alleged failure to pay for all hours worked, (ii) the alleged failure to pay minimum wages, (iii) the alleged
20 failure to correctly pay overtime wages, (iv) the alleged failure to correctly calculate the regular rate of
21 pay and pay wages that are derived from the regular rate of pay, (v) the alleged failure to provide meal
22 periods or pay meal period premiums at the regular rate of pay, (vi) the alleged failure to provide rest
23 periods or pay rest period premiums at the regular rate of pay, (vii) the alleged failure to provide
24 complete and accurate wage statements, (viii) the alleged failure to timely pay wages during
25 employment, (ix) the alleged failure to timely pay all wages owed to employees who quit or are
26 terminated, (x) the alleged failure to reimburse for business expenses, (xi) the alleged failure to maintain
27 accurate time and payroll records, (xii) the alleged failure to pay reporting time and call-back pay, (xiii)
28 the alleged failure to provide seating, and (xiv) the alleged violations of California Labor Code section

201, 202, 203, 204 *et seq.*, 210, 221, 226, 226.3, 226.7, 227.3, 351, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et. seq.*, 2802, and the applicable Wasge Order(s), including Sections 5 and 14 thereof. September 27, 2022, the Parties entered into a Stipulation to stay Case No. 2022-01262771-CU-OE-CXC pending resolution of Plaintiff's individual PAGA claim in arbitration.

6. The Parties participated in a mediation of this case on April 26, 2024 with Steven Serratore. Following the mediation session Mr. Serratore provided the Parties with a mediator's proposal to fully, finally, and forever compromise and settle all claims asserted in the Action for the Gross Settlement Amount. The Parties ultimately accepted the terms of the mediator's proposal and subsequently formalized their PAGA settlement in the Agreement now before the Court for approval.

7. In this case, the Settlement reached in the total non-reversionary amount of \$410,000 as the Gross Settlement Amount is the product of substantial effort by the Parties and counsel should be approved as fair, reasonable and adequate. The Settlement was the result of arms-length negotiations during mediation and extensive follow up thereafter between experienced counsel. The Settlement was only reached after factual and legal investigation and research, careful evaluation of the respective parties' strengths and weaknesses, and diligent negotiation efforts. The settlement is a negotiated compromise which took into account risks related to liability, damages, and all the defenses asserted by Defendants. I believe in the fairness of the settlement that is based on factoring in the uncertainty and risks to Plaintiffs involved in not prevailing on the PAGA claim or the theories alleged and potential for appeals. Based on the foregoing data and our own independent investigation and evaluation, I am of the opinion that the settlement with the Defendants for the consideration and on the terms set forth in the Settlement is fair, reasonable, and adequate in light of all known facts and circumstances, including the risk of significant delay, the defenses asserted by Defendant, and numerous potential appellate issues.

10. Plaintiffs' Counsel seek approval of attorneys' fees from the PAGA settlement in the amount of \$136,666.67 representing one-third of the \$410,000 Gross Settlement Amount. The payment of attorneys' fees and costs to Plaintiffs' Counsel under the Agreement is supported by several factors. First, the requested fees are justified by the result achieved. Plaintiffs' Counsel negotiated a recovery of \$410,000.00, and this result justifies the requested fees equal to one third of this recovery. This percentage is within the standard contingent recovery percentage

1 of one-third, and this percentage is what was expressly approved by the Supreme Court in
2 *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016). Second, the fee award is justified by
3 the work performed and contributions to the case. Third, the consideration of the enhancement
4 factors justifies the enhancement of the lodestar. Courts multiply the lodestar by a factor to
5 account for the risk of non-payment, delay in payment, the quality of work, and the novelty and
6 difficulty of the issues involved.

7 11. **Lodestar.** As detailed in the accompanying billing statements, true and correct
8 copies of which is attached hereto as Exhibits #3 and 4, the current lodestar for my firm in this
9 court matter as of February 19, 2025 is **\$132,302.50** for more than 198 hours of work
10 prosecuting the claims being resolved by this Settlement.¹ The billing statements attached
11 hereto as Exhibits #3 and 4 detail the tasks performed and also itemize the hours worked by each
12 attorney.

13 12. **Hourly Rates.** The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De
14 Blouw LLP are as follows: Partner Attorneys from \$850 to \$995, Associate Attorneys from \$450
15 to \$750, Paralegals from \$250 to \$275. My firm's hourly rates are based upon the Laffey Matrix
16 with the appropriate 2% increase adjustment for Southern California. A true and correct copy of
17 the current Laffey Matrix is attached hereto as Exhibit #5. These hourly rates have been approved
18 by Court's throughout California, including the Courts in the Superior Court of California. In fact,
19 on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates
20 generally appear reasonable and 'in line with those prevailing in the [relevant] community'—the
21 Central District of California". Finally, the reasonableness of Class Counsel's hourly rates is
22 further confirmed by comparing such rates with the rates of comparable counsel practicing
23 complex and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest*
24 *IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014)
25 (finding that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543

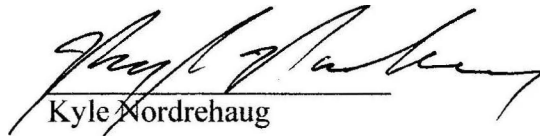
26
27 ¹ Blumenthal Nordrehaug Bhowmik De Blouw LLP switched billing programs in June 2022, so
28 Exhibit #3 consists of a billing statement from Tussman which covers work from inception to
June 2022, and Exhibit #4 is the second billing statement from Clio which covers work from
June 2022 to the present.

1 average associate billing rate” are reasonable rates when compared within 21 other firms practicing
2 in the Southern District of California.) This survey is useful to show that Class Counsel’s rates
3 are in line with the comparable rates of the defense counsel that opposes these types of class claims,
4 such as Mayer Brown noted above who is defense counsel in cases currently being prosecuted by
5 Class Counsel. In another example from several years ago, Sheppard Mullin Richter & Hampton,
6 who is opposing counsel in many cases prosecuted by Class Counsel (one of the most frequent
7 opposing counsel), charged rates as high as \$875 for partners and \$535 for associates. Similarly,
8 Paul Hastings, another opposing counsel in these types of cases, in years past historically charged
9 between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged by
10 my firm for comparable work are less than these examples and are therefore undoubtedly
11 reasonable.

12 13. **Expenses.** The litigation expenses incurred by my firm in the amount of \$19,150
13 were all reasonably necessary to the litigation of the claims resolved by this settlement and are
14 detailed in Exhibit #3 and 4 attached hereto.²

15
16 14. **Cy Pres.** Blumenthal Nordrehaug Bhowmik De Blouw LLP has no relationship
17 or interest, financial or otherwise, with the proposed cy pres recipient, Legal Aid at Work.
18 Blumenthal Nordrehaug Bhowmik De Blouw LLP does not have any conflict of interest with
19 respect to Legal Aid at Work.

20
21 I declare under the penalty of perjury under the laws of the State of California that
22 the foregoing is true and correct. Executed this 19th day of February, 2025, at San Diego,
23 California.

24 
25 Kyle Nordrehaug

26
27 ² Blumenthal Nordrehaug Bhowmik De Blouw LLP switched billing programs in June 2022, so
28 Exhibit #3 consists of a billing statement from Tussman which covers expenses from inception to
June 2022, and Exhibit #4 is the second billing statement from Clio which covers expenses from
June 2022 to the present.

EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

Educated: University of California, Irvine; California Western School of Law

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

Educated: University of Rhode Island; California Western School of Law

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles,

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No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel's Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court,

Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lešević v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porrás v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v.

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter’s Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #2

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

**2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037**

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Fax: (858) 551-1232

WRITERS E-MAIL:
Nick@bamlawca.com

**WRITERS EXT:
1004**

March 10, 2022
CA2436

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Staffing Network Holdings, L.L.C.
Certified Mail #70211970000003067306
National Registered Agents, Inc.
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Staffing Network Holdings, L.L.C. and/or Waste Management National Services, Inc. in California and classified as non-exempt employees during the time period of March 10, 2021 until a date as determined by the Court. Our offices represent Plaintiff Jose Noyola (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Staffing Network Holdings, L.L.C. and/or Waste Management National Services, Inc. (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee from March of 2021 to June of 2021 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally,

pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Defendant also violated Cal. Lab. Code Section 226(a)(8) by failing to list the correct name and address of the legal entity that employed Plaintiff. Defendant also violated Cal. Lab. Code 226(a) *et seq.* By failing to list the name, address, and telephone number of the legal entity that Plaintiff and other aggrieved employees were assigned to and performed work for. Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS E-MAIL:

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WRITERS EXT:

1004

March 10, 2022

CA2436

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Waste Management National Services, Inc.
Certified Mail #70211970000003067290
C T Corporation System
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

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“Aggrieved Employees” refers to all individuals who are or previously were employed by Staffing Network Holdings, L.L.C. and/or Waste Management National Services, Inc. in California and classified as non-exempt employees during the time period of March 10, 2021 until a date as determined by the Court. Our offices represent Plaintiff Jose Noyola (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Staffing Network Holdings, L.L.C. and/or Waste Management National Services, Inc. (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee from March of 2021 to June of 2021 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally,

pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Defendant also violated Cal. Lab. Code Section 226(a)(8) by failing to list the correct name and address of the legal entity that employed Plaintiff. Defendant also violated Cal. Lab. Code 226(a) *et seq.* By failing to list the name, address, and telephone number of the legal entity that Plaintiff and other aggrieved employees were assigned to and performed work for. Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

2 Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

3 Nicholas J. De Blouw (State Bar #280922)

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4 La Jolla, CA 92037

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5 Facsimile: (858) 551-1232

Website: www.bamlawca.com

6 Attorneys for Plaintiff

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **IN AND FOR THE COUNTY OF ORANGE**

9
10 JOSE JUAN NOYOLA, on behalf of the
State of California, as a private attorney
11 general,

12
13 Plaintiff,

14 vs.

15 STAFFING NETWORK HOLDINGS,
L.L.C., a Limited Liability Company;
16 WASTE MANAGEMENT NATIONAL
SERVICES, INC., a Corporation; and DOES
17 1 through 50, inclusive,

18
19 Defendants.
20
21

Case No. _____

REPRESENTATIVE ACTION
COMPLAINT FOR:

1.Civil Penalties Pursuant to Labor Code §
2699, *et seq.* for violations of Labor Code
§§ 201, 202, 203, 204 *et seq.*, 210, 221,
226(a), 226.7, 227.3, 351, 510, 512,
558(a)(1)(2), 1194, 1197, 1197.1, 1198,
2802, California Code of Regulations,
Title 8, Section 11040, Subdivision 5(A)-
(B)

1 Plaintiff Jose Juan Noyola (“PLAINTIFF”) on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the Labor
3 Code Private Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”) only, alleges on
4 information and belief, except for his own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against Defendants Staffing Network Holdings,
8 L.L.C. and/or Waste Management National Services, Inc. (referred to as “DEFENDANT”)
9 seeking only to recover PAGA civil penalties for himself, and on behalf of all current and
10 former aggrieved employees that worked for DEFENDANT. PLAINTIFF does **not seek to**
11 **recover anything other than penalties as permitted by California Labor Code § 2699.** To
12 the extent that statutory violations are mentioned for wage violations, PLAINTIFF does not seek
13 underlying general and/or special damages for those violations, but simply the civil penalties
14 permitted by California Labor Code § 2699.

15 2. California has enacted the PAGA to permit an individual to bring an action on
16 behalf of himself and on behalf of others for PAGA penalties *only*, which is the precise and sole
17 nature of this action.

18 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
19 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
20 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
21 complaint should be construed as attempting to obtain any relief that would not be available in
22 a PAGA-only action.

23 **THE PARTIES**

24 4. Defendant Waste Management National Services, Inc. is a corporation that at all
25 relevant times mentioned herein conducted and continues to conduct substantial business in the
26 state of California.
27
28

1 5. Defendant Staffing Network Holdings, L.L.C. is a limited liability company that
2 at all relevant times mentioned herein conducted and continues to conduct substantial business
3 in the state of California.

4 6. Defendants Staffing Network Holdings, L.L.C. and Waste Management National
5 Services, Inc. were the joint employers of PLAINTIFF as evidenced by paycheck and by the
6 company PLAINTIFF performed work for respectively, and are therefore jointly responsible
7 as employers for the conduct alleged herein, and are therefore collectively referred to herein as
8 "DEFENDANT."

9 7. PLAINTIFF was employed by DEFENDANT from March of 2021 to June of
10 2021 and was at all times classified by DEFENDANT as a non-exempt employee, paid on an
11 hourly basis, and entitled to the legally required meal and rest periods and payment of minimum
12 and overtime wages due for all time worked.

13 8. PLAINTIFF, and such persons that may be added from time to time who satisfy
14 the requirements and exhaust the administrative procedures under the Private Attorney General
15 Act, brings this Representative Action on behalf of the State of California with respect to
16 himself and all individuals who are or previously were employed by Staffing Network Holdings,
17 L.L.C. and/or Waste Management National Services, Inc. in California and classified as non-
18 exempt employees ("AGGRIEVED EMPLOYEES") during the time period of March 10, 2021
19 until a date as determined by the Court (the "PAGA PERIOD").

20 9. PLAINTIFF, on behalf of himself and all AGGRIEVED EMPLOYEES presently
21 or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
22 action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for DEFENDANT's
23 violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3,
24 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations,
25 Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon
26 the foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees
27 within the meaning of Labor Code § 2699, *et seq.*

28 10. The true names and capacities, whether individual, corporate, subsidiary,

1 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently
2 unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant
3 to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege
4 the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.
5 PLAINTIFF is informed and believes, and based upon that information and belief alleges, that
6 the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are
7 responsible in some manner for one or more of the events and happenings that proximately
8 caused the injuries and damages hereinafter alleged.

9 11. The agents, servants and/or employees of the Defendants and each of them acting
10 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
11 agent, servant and/or employee of the Defendants, and personally participated in the conduct
12 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
13 Consequently, the acts of each Defendant are legally attributable to the other Defendants and
14 all Defendants are jointly and severally liable to PLAINTIFF and the other AGGRIEVED
15 EMPLOYEES, for the loss sustained as a proximate result of the conduct of the Defendants'
16 agents, servants and/or employees.

17 THE CONDUCT

18
19 12. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT is
20 required to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all their time worked,
21 meaning the time during which an employee is subject to the control of an employer, including
22 all the time the employee is suffered or permitted to work. DEFENDANT required PLAINTIFF
23 and other AGGRIEVED EMPLOYEES to work from time to time while they were clocked out
24 for what was supposed to be their off duty meal break. DEFENDANT required PLAINTIFF
25 and other AGGRIEVED EMPLOYEES to work off the clock without paying them for all the
26 time they performed duties while on their meal break, specifically by failing to provide enough
27 labor hours to accomplish all the job tasks that DEFENDANT expected PLAINTIFF and other
28 AGGRIEVED EMPLOYEES to complete on a daily and/or weekly basis. Further, prior to

1 clocking in for a shift, PLAINTIFF and other AGGRIEVED EMPLOYEES were required to
2 put on their work uniforms and protective gear. PLAINTIFF and other AGGRIEVED
3 EMPLOYEES were not paid for their work time putting on their work gear because they were
4 not paid until their scheduled start times. Additionally, DEFENDANT engaged in the practice
5 of requiring PLAINTIFF and other AGGRIEVED EMPLOYEES to perform work off the
6 clocking that DEFENDANT, as a condition of employment, required these employees to
7 complete mandatory COVID-19 temperature checks prior to clocking into DEFENDANT's
8 timekeeping system for the workday. PLAINTIFF and other AGGRIEVED EMPLOYEES also
9 worked off the clock with respect to time spent undergoing mandatory drug testing or any other
10 testing and/or examination required as a condition of employment. Further, PLAINTIFF and
11 other AGGRIEVED EMPLOYEES from time to time were not paid wages for all time worked,
12 including overtime wages, such that in the aggregate employees were underpaid wages as a
13 result of DEFENDANT's pattern and practice of unevenly rounding time worked by its
14 employees. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited
15 minimum wage and overtime compensation by from time to time working without their time
16 being accurately recorded and without compensation at the applicable minimum wage and
17 overtime rates. DEFENDANT's policy and practice not to pay PLAINTIFF and other
18 AGGRIEVED EMPLOYEES for all time worked is evidenced by DEFENDANT's business
19 records.

20 13. As a result of their rigorous work schedules, PLAINTIFF and other AGGRIEVED
21 EMPLOYEES were also from time to time unable to take off duty meal breaks and were not
22 fully relieved of duty for meal periods. PLAINTIFF and other AGGRIEVED EMPLOYEES
23 were from time to time required to perform work as ordered by DEFENDANT for more than
24 five (5) hours during a shift without receiving an off-duty meal break. Further, DEFENDANT
25 failed to provide PLAINTIFF and other AGGRIEVED EMPLOYEES with a second off-duty
26 meal period from time to time in which these employees were required by DEFENDANT to
27 work ten (10) hours of work from time to time. PLAINTIFF and the other AGGRIEVED
28 EMPLOYEES therefore forfeited meal breaks without additional compensation and in

1 accordance with DEFENDANT's corporate policy and practice.

2 14. During the PAGA PERIOD, PLAINTIFF and other AGGRIEVED EMPLOYEES
3 were also required from time to time to work in excess of four (4) hours without being provided
4 ten (10) minute rest periods. Further, these employees were denied their first rest periods of at
5 least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to
6 time, a first and second rest period of at least ten (10) minutes for some shifts worked of
7 between six (6) and eight (8) hours from time to time, and a first, second and third rest period
8 of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time.
9 PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with one hour
10 wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other
11 AGGRIEVED EMPLOYEES were from time to time denied their proper rest periods by
12 DEFENDANT and DEFENDANT's managers. Additionally, the applicable California Wage
13 Order requires employers to provide employees with off-duty rest periods, which the California
14 Supreme Court defined as time during which an employee is relieved from all work related
15 duties and free from employer control. In so doing, the Court held that the requirement under
16 California law that employers authorize and permit all employees to take rest period means that
17 employers must relieve employees of all duties and relinquish control over how employees
18 spend their time which includes control over the locations where employees may take their rest
19 period. Employers cannot impose controls that prohibit an employee from taking a brief walk -
20 five minutes out, five minutes back. Here, DEFENDANT's policy restricted PLAINTIFF and
21 other AGGRIEVED EMPLOYEES from unconstrained walks and was unlawful based on
22 DEFENDANT's rule which stated PLAINTIFF and other AGGRIEVED EMPLOYEES could
23 not leave the work premises during their rest period.

24 15. State law provides that employees must be paid overtime and meal and rest break
25 premium pay at one-and-one-half times their "regular rate of pay." PLAINTIFF and other
26 AGGRIEVED EMPLOYEES were compensated at an hourly rate plus incentive pay that was
27 tied to specific elements of an employee's performance.

28 16. The second component of PLAINTIFF's and other AGGRIEVED EMPLOYEES'

1 compensation was DEFENDANT's non-discretionary incentive program that paid PLAINTIFF
2 and other AGGRIEVED EMPLOYEES incentive wages based on their performance for
3 DEFENDANT. The non-discretionary incentive program provided all employees paid on an
4 hourly basis with incentive compensation when the employees met the various performance
5 goals set by DEFENDANT. However, when calculating the regular rate of pay in order to pay
6 overtime and premiums for meal and rest break violations to PLAINTIFF and other
7 AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive compensation as
8 part of the employees' "regular rate of pay" for purposes of calculating overtime pay and
9 premium pay for meal and rest break violations. Management and supervisors described the
10 incentive program to potential and new employees as part of the compensation package. As a
11 matter of law, the incentive compensation received by PLAINTIFF and other AGGRIEVED
12 EMPLOYEES must be included in the "regular rate of pay." The failure to do so has resulted
13 in an underpayment of overtime compensation and meal and rest break premium pay to
14 PLAINTIFF and other AGGRIEVED EMPLOYEES by DEFENDANT.

15 20. DEFENDANT also failed to provide PLAINTIFF and other AGGRIEVED
16 EMPLOYEES with complete and accurate wage statements which failed to show, among other
17 things, the correct gross and net wages earned. Cal. Lab. Code § 226 provides that every
18 employer shall furnish each of his or her employees with an accurate itemized wage statement
19 in writing showing, among other things, gross wages earned and all applicable hourly rates in
20 effect during the pay period and the corresponding amount of time worked at each hourly rate.
21 PLAINTIFF and other AGGRIEVED EMPLOYEES were paid on an hourly basis. As such,
22 the wage statements should reflect all applicable hourly rates during the pay period and the total
23 hours worked, and the applicable pay period in which the wages were earned pursuant to
24 California Labor Code Section 226(a). The wage statements DEFENDANT provided to
25 PLAINTIFF and other AGGRIEVED EMPLOYEES failed to identify such information. More
26 specifically, the wage statements failed to identify the accurate total hours worked each pay
27 period. When the hours shown on the wage statements were added up, they did not equal the
28 actual total hours worked during the pay period in violation Cal. Lab. Code Section 226(a)(2).

1 Additionally, DEFENDANT violated Section 226(a)(8) by failing to list the correct legal entity
2 that employed PLAINTIFF and other AGGRIEVED EMPLOYEES. DEFENDANT also violated
3 Cal. Lab. Code 226(a) et seq. by failing to list the name, address, and telephone number of the legal entity
4 that Plaintiff and other aggrieved employees were assigned to and performed work for. Aside, from the
5 violations listed above, DEFENDANT failed to issue to PLAINTIFF an itemized wage
6 statement that lists all the requirements under California Labor Code 226 *et seq.* As a result,
7 DEFENDANT from time to time provided PLAINTIFF and other AGGRIEVED EMPLOYEES
8 with wage statements which violated Cal. Lab. Code § 226.

9 21. Cal. Lab. Code § 204 provides that “[a]ll wages. . . earned by any person in any
10 employment are due and payable twice during each calendar month, on days designated in
11 advance by the employer as the regular paydays.” Further, Cal. Lab. Code § 204(d) expressly
12 requires employers to pay employees all wages owed within seven (7) days of the close of the
13 payroll period. DEFENDANT from time to time failed to pay PLAINTIFF and other
14 AGGRIEVED EMPLOYEES all wages owed to them within seven (7) days of the close of the
15 payroll period.

16 22. Pursuant to Cal. Lab. Code Section 221, “It shall be unlawful for any employer
17 to collect or receive from an employee any part of wages theretofore paid by said employer to
18 said employee.” DEFENDANT failed to pay all compensation due to PLAINTIFF and other
19 AGGRIEVED EMPLOYEES, made unlawful deductions from compensation payable to
20 PLAINTIFF and other AGGRIEVED EMPLOYEES, failed to disclose all aspects of the
21 deductions from compensation payable to PLAINTIFF and other AGGRIEVED EMPLOYEES,
22 and thereby failed to pay these employees all wages due at each applicable pay period and upon
23 termination.

24 23. DEFENDANT underpaid sick pay wages to PLAINTIFF and other AGGRIEVED
25 EMPLOYEES by failing to pay such wages at the regular rate of pay in violation of Cal. Lab.
26 Code Section 246. Specifically, PLAINTIFF and other non-exempt employees earn non-
27 discretionary remuneration. Rather than pay sick pay at the regular rate of pay, DEFENDANT
28 underpaid sick pay to PLAINTIFF and other AGGRIEVED EMPLOYEES at their base rates

1 of pay.

2 24. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for non-exempt
3 employees be calculated by dividing the employee's total wages, not including overtime
4 premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days
5 of employment.

6 25. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay at
7 the regular rate of pay. PLAINTIFF and other AGGRIEVED EMPLOYEES routinely earned
8 non-discretionary incentive wages which increased their regular rate of pay. However, when
9 sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and other AGGRIEVED
10 EMPLOYEES, as opposed to the correct, higher regular rate of pay, as required under Cal. Lab.
11 Code Section 246.

12 26. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF and
13 other AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
14 penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and believes
15 and based thereon alleges that such failure to pay sick pay at regular rate was willful, such that
16 PLAINTIFF and other AGGRIEVED EMPLOYEES whose employment has separated are
17 entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

18 27. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
19 PLAINTIFF and other AGGRIEVED EMPLOYEES for required business expenses incurred
20 by PLAINTIFF and other AGGRIEVED EMPLOYEES in direct consequence of discharging
21 their duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers
22 are required to indemnify employees for all expenses incurred in the course and scope of their
23 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or
24 her employee for all necessary expenditures or losses incurred by the employee in direct
25 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
26 the employer, even though unlawful, unless the employee, at the time of obeying the directions,
27 believed them to be unlawful."

28 28. In the course of their employment PLAINTIFF and other AGGRIEVED

1 EMPLOYEES as a business expense, were required by DEFENDANT to use their own personal
2 cellular phones as a result of and in furtherance of their job duties as employees for
3 DEFENDANT but were not reimbursed or indemnified by DEFENDANT for the cost
4 associated with the use of their personal cellular phones for DEFENDANT's benefit.
5 Specifically, PLAINTIFF and other AGGRIEVED EMPLOYEES were required by
6 DEFENDANT to use their personal cellular phones to respond to managers while off the clock
7 (which also results in minimum wage and overtime violations) and also download an application
8 so that these employees could complete DEFENDANT's mandatory COVID-19 screening
9 questions prior to coming into work each day. As a result, in the course of their employment
10 with DEFENDANT, PLAINTIFF and other AGGRIEVED EMPLOYEES incurred
11 unreimbursed business expenses which included, but were not limited to, costs related to the use
12 of their personal cellular phones all on behalf of and for the benefit of DEFENDANT.

13 29. In violation of the applicable sections of the California Labor Code and the
14 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as
15 a matter of company policy, practice and procedure, intentionally and knowingly failed to
16 compensate PLAINTIFF and other AGGRIEVED EMPLOYEES for missed meal and rest
17 periods. This policy and practice of DEFENDANT is intended to purposefully avoid the
18 payment for all time worked as required by California law which allows DEFENDANT to
19 illegally profit and gain an unfair advantage over competitors who complied with the law. To
20 the extent equitable tolling operates to toll claims by the AGGRIEVED EMPLOYEES against
21 DEFENDANT, the PAGA PERIOD should be adjusted accordingly.

22 30. By reason of this conduct applicable to PLAINTIFF and other AGGRIEVED
23 EMPLOYEES, DEFENDANT engages in a company-wide policy and procedure which fails
24 to accurately calculate and record all missed meal and rest periods and failed to pay all
25 minimum and overtime wages due to PLAINTIFF and other AGGRIEVED EMPLOYEES. The
26 proper recording of these employees' missed meal and rest breaks is the DEFENDANT's
27 burden. As a result of DEFENDANT's intentional disregard of the obligation to meet this
28 burden, DEFENDANT fails to properly calculate and/or pay all required compensation for work

1 performed by the and violated the California Labor Code and regulations promulgated
2 thereunder as herein alleged.

3 31. All of the conduct and violations alleged herein occurred during the PAGA
4 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
5 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that
6 affected other AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.* 2018
7 AJDAR 12157 (Certified for Publication 12/19/18).

8
9 **JURISDICTION AND VENUE**

10 32. This Court has jurisdiction over this Action pursuant to California Code of Civil
11 Procedure, Section 410.10.

12 33. Venue is proper in this Court pursuant to California Code of Civil Procedure,
13 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT, resides
14 in this County, and DEFENDANT (i) currently maintains and at all relevant times maintained
15 offices and facilities in this County and/or conducts substantial business in this County, and (ii)
16 committed the wrongful conduct herein alleged in this County against PLAINTIFF and other
17 AGGRIEVED EMPLOYEES.

18 **FIRST CAUSE OF ACTION**

19 **For Violation of the Private Attorneys General Act**

20 **[Cal. Lab. Code §§ 2698, *et seq.*]**

21 **(By PLAINTIFF and Against All Defendants)**

22 34. PLAINTIFF realleges and incorporates by this reference, as though fully set
23 forth herein, the prior paragraphs of this Complaint.

24 35. PAGA is a mechanism by which the State of California itself can enforce state
25 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
26 the state's labor law enforcement agencies. An action to recover civil penalties under
27 PAGA is fundamentally a law enforcement action designed to protect the public and not to
28 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,

1 but to create a means of "deputizing" citizens as private attorneys general to enforce the
2 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
3 public interest to allow aggrieved employees, acting as private attorneys general to recover
4 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
5 claims cannot be subject to arbitration.

6 36. PLAINTIFF, and such persons that may be added from time to time who
7 satisfy the requirements and exhaust the administrative procedures under the Private
8 Attorney General Act, brings this Representative Action on behalf of the State of California
9 with respect to himself and all individuals who are or previously were employed by
10 Staffing Network Holdings, L.L.C. and/or Waste Management National Services, Inc. in
11 California and classified as non-exempt employees ("AGGRIEVED EMPLOYEES")
12 during the time period of March 10, 2021 until a date as determined by the Court (the
13 "PAGA PERIOD").

14 37. On March 10, 2022, PLAINTIFF gave written notice by electronic mail to the
15 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
16 employer of the specific provisions of this code alleged to have been violated as required by
17 Labor Code § 2699.3. The statutory waiting period for PLAINTIFF to add these allegations
18 to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
19 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
20 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

21 38. The policies, acts and practices heretofore described were and are an unlawful
22 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
23 other AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
24 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
25 (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for
26 required expenses, and (f) failed to provide wages when due, all in violation of the
27 applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221,
28 226(a), 226.7, 227.3, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802,

1 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the
2 applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such
3 conduct.¹ PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the
4 Labor Code Private Attorney General Act of 2004 as the representative of the State of
5 California for the illegal conduct perpetrated on PLAINTIFF and the other AGGRIEVED
6 EMPLOYEES.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
9 severally, as follows:

10 1. On behalf of the State of California and with respect to all AGGRIEVED
11 EMPLOYEES:

12 A) Recovery of civil penalties as prescribed by the Labor Code Private
13 Attorneys General Act of 2004; and,

14 B) An award of attorneys' fees and cost of suit, as allowable under the
15 law, including, but not limited to, pursuant to Labor Code §2699.

16
17 Dated: March 10, 2022 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
18 LLP

19 By: /s/ Norman Blumenthal
20 Norman B. Blumenthal
21 Attorneys for Plaintiff
22
23
24
25
26

27 _____
28 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
Code §558(a)(3).

EXHIBIT #3

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CA 92037
(858) 551-1223

FEBRUARY 19, 2025

JOSE JUAN NOYOLA

RE: WASTE MANAGEMENT
FILE NUMBER: CA2436.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
06/06/21	ND	REVIEW INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURT. RESEARCH DEFENDANT'S BUSINESS OPERATIONS IN CA. CONFERENCE WITH PLAINTIFF TO DISCUSS STATUS AND CLAIMS.	4.10	850	3,485.00
06/09/21	ND	REVIEW DOCUMENTS AND EMAILS FROM PLAINTIFF REGARDING DFEH AND RETALIATION CLAIMS. ANALYZE OFF THE CLOCK WORK TASKS. LEGAL RESEARCH REGARDING RECENT COURT OPINIONS. CALL WITH PLAINTIFF.	3.90	850	3,315.00
06/11/21	ND	REVIEW EMPLOYMENT FILE FOR ALL LEGAL CLAIMS. ANALYZE PAYSTUBS FOR 226(A) AND OVERTIME CLAIMS. LEGAL RESEARCH RECENT ORDERS FOR CLASS CERT. AND SETTLEMENTS. CONFERENCE WITH PLAINTIFF TO OBTAIN BACKGROUND FACTS FRO COMPLAINT AND LITIGATION.	4.50	850	3,825.00
06/16/21	ND	DRAFT ORIGINAL COMPLAINT.	4.20	850	3,570.00
06/23/21	ND	DRAFT COMPLAINT. CONFERENCE WITH PLAINTIFF TO DISCUSS CLAIMS AND PROCESS OF LAWSUIT. REVIEW AND ANALYZE FACST AND LAW. RESEARCH JOINT EMPLOYER	4.90	850	4,165.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		LIABILITY.			
06/30/21	ND	DRAFT INTERNAL CASE NOTES MEMO. REVIEW COMPLAINT AND DOCUMENTS.	2.00	850	1,700.00
07/01/21	ND	RESEARCH PAGA CLAIMS. DRAFT PAGA NOTICE. STATUS UPDATE TO PLAINTIFF.	2.30	850	1,955.00
08/05/21	ND	REVIEW AND ANALYZE ARBITRATION AGREEMENT. LEGAL RESEARCH REGARDING ENFORCEABILITY. REVIEW RECENT COURT OPINIONS REGARDING SUBSTANTIVE UNCONSCIONABILITY. DISCUSS WITH PLAINTIFF.	3.90	850	3,315.00
09/15/21	ND	REVIEW LATE PAYMENT OF WAGE CLAIMS UNDER SECTION 204 AND 210. LEGAL RESEARCH. CONFERENCE WITH PLAINTIFF. RESEARCH PAGA WEBSITE AND RELATED LITIGATION OVERLAP.	3.40	850	2,890.00
09/27/21	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.40	450	1,080.00
09/28/21	SB	REVISE COMPLAINT FOR FILING, ADVISE ND	2.80	450	1,260.00
10/21/21	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.50	675	337.50
10/21/21	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS	0.50	675	337.50
10/21/21	RE	[CLASS] REVIEW, EDIT & FINALIZE CLASS ACTION COMPLAINT	2.25	675	1,518.75
10/22/21	RE	[PAGA] DRAFT PAGA ONLY REPRESENTATIVE ACTION COMPLAINT	2.75	675	1,856.25
10/22/21	RE	[CLASS] DRAFT SUMMONS W/ ADDITIONAL PARTIES FORM; CIVIL CASE COVER SHEET	0.50	675	337.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10/22/21	RE	[CLASS] REVIEW & FINALIZE CLASS ACTION COMPLAINT PACKAGE; FILE IN OC SUP. CT.	0.75	675	506.25
10/22/21	RE	[PAGA] DRAFT SUMMONS W/ ADDITIONAL PARTIES FORM; CIVIL CASE COVER SHEET	0.50	675	337.50
10/22/21	RE	[PAGA] REVIEW & FINALIZE PAGA ONLY REPRESENTATIVE ACTION COMPLAINT PACKAGE; FILE IN OC SUP. CT.	0.75	675	506.25
10/22/21	ND	REVIEW PAGA NOTICE. REVIEW AND REVISE PAGA ONLY COMPLAINT. DISCUSS WITH R. EHMANN. STATUS UPDATE TO PLAINTIFF.	1.80	850	1,530.00
10/26/21	RE	[PAGA] REVIEW COURT-RETURNED DOCUMENTS; REVIEW DOCKET; MEMO TO FIRM RE DEPARTMENT/JUDICIAL ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE	0.50	675	337.50
10/26/21	RE	UPLOAD PAGA ONLY COMPLAINT TO LWDA WEBSITE; SAVE CONFIRMATION FOR FUTURE VERIFICATION OF NOTICE TO LWDA	0.40	675	270.00
10/27/21	RE	[CLASS] REVIEW COURT-RETURNED DOCUMENTS; REVIEW DOCKET; MEMO TO FIRM RE DEPARTMENT/JUDICIAL ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE	0.50	675	337.50
12/14/21	RE	[CLASS] PREPARE DOCUMENTS FOR SERVICE OF PROCESS; IDENTIFY REGISTERED AGENT RE 5 DEFENDANTS; PREPARE SUMMONS'; SEND OUT FOR SERVICE VIA KNOX	1.00	675	675.00
12/14/21	RE	[PAGA] PREPARE DOCUMENTS FOR SERVICE OF PROCESS; PREPARE SUMMONS'; SEND OUT FOR SERVICE	0.80	675	540.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		VIA KNOX			
12/29/21	RE	[CLASS] FILE PROOF OF SERVICE OF SUMMONS FOR DEFENDANTS	0.50	675	337.50
12/29/21	RE	[PAGA] FILE PROOF OF SERVICE OF SUMMONS RE 5 DEFENDANTS	0.50	675	337.50
01/04/22	KH	DRAFT INITIAL PROOF OF SERVICE; PREPARE SERVICE ON COURT'S MINUTE ORDER WITH PROOF OF MAIL SERVICE; SERVE ON ALL FIVE NAMED DEFENDANTS.	0.40	250	100.00
01/10/22	PM	REVIEW COMPLAINT AND CASE NOTES; ANALYZE LEGAL AND FACTUAL ALLEGATIONS.	1.50	750	1,125.00
01/18/22	PM	REVIEW COMPLAINT AND ORDERS; REVIEW AND ANALYZE LEGAL AND FACTUAL ISSUES; CORRESPOND WITH DEFENSE RE DEFENDANT'S REQUESTED EXTENSION TO RESPOND TO COMPLAINTS.	1.50	750	1,125.00
02/03/22	PM	REVIEW COMPLAINT AND PAGA LETTER; ANALYZE DOCUMENTS AND NAMED DEFENDANTS; TELEPHONIC CONFERENCE WITH DEFENSE; DRAFT MEMO TO TEAM.	1.00	750	750.00
02/14/22	CJ	RESEARCH PROCEDURAL POSTURE OF CLAIMS AND CORRESPONDENCE BETWEEN PM NAD DEF TO DATE IN PREP FOR DRAFTING J CMC ST., RESEARCH APPEARANCE OF 2 STAFFING AGENCY DEFS, EVALUATE RELATIONSHIO BETWEEN ENTITES	1.50	550	825.00
02/14/22	CJ	DRAFT JOINT STIPULAITON TO CONINTUE CMC AND SENT TO DEF COUNSEL FOR WASTE MANGEMENT ENTITIES	0.50	550	275.00
02/15/22	KH	FINALIZE JOINT REQUEST TO CONTINUE CASE MANAGEMENT CONFERENCE; DRAFT INITIAL SERVICE LIST; PREPARE FOR	0.60	250	150.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		SUBMISSION TO COURT WITH ELECTRONIC AND MAIL SERVICE ON ALL DEFENDANTS.			
02/15/22	CJ	EVALUATE AND ANALYZE DEFENDANT'S MOTION TO STRIKE	1.00	550	550.00
02/24/22	PM	RESEARCH RE DEFENDANT ENTITIES; ADVISE KN RE ENTITIES NAMED AS DEF. AND STRATEGIZE.	4.00	750	3,000.00
03/01/22	PM	REVIEW AND ANALYZE DEF. MOTION TO STRIKE; RESEARCH RE DEF. MOTION TO STRIKE.	1.00	750	750.00
03/02/22	PM	LEGAL RESEARCH RE DEF. MTS; STRATEGIZE RE OPPOSITION TO MTS.	4.50	750	3,375.00
03/03/22	KH	RESEARCH COMPLAINT AMENDMENT PROCEDURE IN ORANGE COUNTY SUPERIOR COURT; DRAFT DOE AMENDMENT ON COURT-APPROVED FORM; DRAFT INITIAL PROOF OF SERVICE; FINALIZE ALL AND PREPARE FOR SUBMISSION TO COURT WITH MAIL SERVICE ON ALL COUNSEL; DRAFT CORRESPONDENCE TO COUNSEL WHO HAVE APPEARED RE PLAINTIFF'S ELECTION FOR E-SERVICE.	0.70	250	175.00
03/03/22	PM	CONFER WITH TEAM RE WM DEFENDANTS; REVIEW AND REVISE DOE AMENDMENT AND FINALIZE; DRAFT/REVIEW/REVISE JOINT STIPULATION TO DISMISS CERTAIN DEFENDANTS; STRATEGIZE RE DISCOVERY AND MOTIONS TO STRIKE.	2.50	750	1,875.00
03/04/22	KH	REVIEW/REVISE STIPULATION AND PROPOSED ORDER TO DISMISS AND SUPPORTING DECLARATION; DRAFT PROOF OF SERVICE; PREPARE FOR SUBMISSION TO COURT AS PER DIRECTIVE; E-SERVE ON ALL COUNSEL.	0.80	250	200.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/04/22	PM	REVIEW LEGAL AND FACTUAL ALLEGATIONS; DRAFT DECLARATION IN SUPPORT OF STIPULATION FOR DISMISSAL OF CERTAIN DEFENDANTS; DRAFT OPPOSITION TO MOTION TO STRIKE; LEGAL RESEARCH RE DEF. MOTION TO STRIKE.	4.00	750	3,000.00
03/04/22	CJ	EAVLUATE STATUS OF CASES RE CLASS AND PAGA ACTION LAWSUITS, ANALYZE RATIONALE FOR DISMISSING PAGA ACTION	0.25	550	137.50
03/07/22	PM	REVIEW AND ANALYZE LEGAL AND FACTUAL ALLEGATIONS; DRAFT OPPOSITION TO MTS AND SUPPORTING DECLARATION.	4.00	750	3,000.00
03/07/22	KH	PHONE CALL TO COURT CLERK RE STATUS OF STIPULATION TO DISMISS DEFENDANTS WITHOUT PREJUDICE; REVIEW/REVISE MEMORANDUM OF POINTS & AUTHORITIES IN OPPOSITION TO DEFENDANT'S MOTION TO STRIKE AND SUPPORTING DECLARATION; FINALIZE AND PREPARE FOR SUBMISSION TO COURT WITH E-SERVICE ON ALL COUNSEL.	0.90	250	225.00
03/08/22	KH	REVIEW MINUTE ORDER RE MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT; SERVE ON OPPOSING COUNSEL PER COURT'S ORDER; PREPARE PROOF OF SERVICE.	0.30	250	75.00
03/08/22	PM	STRATEGIZE RE PLEADINGS IN CLASS CASE AND PAGA CASE.	0.50	750	375.00
03/08/22	CJ	ANALYZE DEF'S POOSITION RE REQUEST TO DISMISS, DETERMINE IF SECOND DEF ATTORNEY MUST BE INCLUDED, FINALIZE AND SENT REQUEST FOR DISMISSAL FOR FILING	0.50	550	275.00
03/09/22	KH	REVIEW/REVISE REQUEST FOR	0.60	250	150.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DISMISSAL (AND PROPOSED ORDER) OF PAGA ACTION; FINALIZE WITH PROOF OF SERVICE AND PREPARE FOR SUBMISSION TO THE COURT FOR CONSIDERATION AND E-SERVICE ON ALL COUNSEL.			
03/09/22	KH	REVIEW/REVISE REQUEST AND [PROPOSED] ORDER FOR DISMISSAL OF PAGA ACTION WITHOUT PREJUDICE; FINALIZE AND PREPARE FOR SUBMISSION TO COURT WITH PROOF OF SERVICE ON ALL COUNSEL.	0.80	250	200.00
03/09/22	CJ	CONDUCT T/C WITH DEFENSE COUNSEL RE NEXT STEPS AND DISMISSAL, STRATEGIZE NEXT STEPS AFTER CALL	0.75	550	412.50
03/11/22	PM	REVIEW AND REVISE REQUEST FOR DISMISSAL OF CLASS ACTION; ADVISE CJ RE THE SAME; REVIEW CASE STATUS.	0.50	750	375.00
03/11/22	CJ	EVALUATE PRIOR ORDERS AND WHETHER TO FILE A JOINT REPORT, EVALUATE EDITS FROM DEF TO REQUEST FOR DSIMISSAL, INCORPORATE EDITS, AND FINALIZE, FINAL REVIEW, FILED AND SERVED	1.00	550	550.00
03/14/22	PM	REVIEW STATUS OF PAGA ACTION; DRAFT OPPOSITION TO DEF. MOTION TO STRIKE.	1.50	750	1,125.00
03/15/22	KH	PHONE CONFERENCE WITH COURT RE STATUS OF REQUEST FOR DISMISSAL IN THE PAGA ACTION; DRAFT DECLARATION IN SUPPORT OF REQUEST FOR DISMISSAL PER INSTRUCTIONS FROM THE COURT.	0.50	250	125.00
03/15/22	PM	REVIEW AND REVISE 3.770 DECLARATION RE DISMISSAL OF PAGA ACTION.	0.50	750	375.00
03/16/22	KH	DRAFT DECLARATION PER CRC IN	0.30	250	75.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		SUPPORT OF REQUEST FOR DISMISSAL OF PAGA ACTION.			
03/16/22	KH	REVISE AND FINALIZE DECLARATION IN SUPPORT OF REQUEST FOR DISMISSAL OF PAGA ACTION PER COURT INSTRUCTIONS; PREPARE FOR SUBMISSION TO COURT AND E-SERVICE ON ALL COUNSEL.	0.30	250	75.00
03/16/22	PM	REVIEW DOCKETS FOR PAGA ACTION AND CLASS ACTION AND STRATEGIZE RE UPCOMING CMC.	0.50	750	375.00
03/18/22	CJ	PREPARE FOR AND APPEAR AT CMC FOR CLASS ACTION	1.50	550	825.00
03/18/22	CJ	RESEARCH DOCKET RE STATUS OF PAGA ACTION DISMISSAL, DOWLOAD DISMISSAL ORDER FROM DOCKET, MEMORIALIZE SAME TO FIRM	0.50	550	275.00
06/02/22	RE	CONFER W ND RE FILING OF PAGA ONLY COMPLAINT; DRAFT REVISED SUMMONS AND CIVIL CASE COVER SHEET; FILE UPDATED PAGA ONLY COMPLAINT IN OC SUP. CT.	1.00	675	675.00
06/03/22	RE	REVIEW COURT-RETURNED DOCUMENTS; REVIEW DOCKET; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CASE MANAGEMENT CONFERENCE	0.50	675	337.50
06/03/22	RE	UPLOAD PAGA ONLY COMPLAINT TO LWDA WEBSITE; SAVE CONFIRMATION FOR FUTURE VERIFICATION OF NOTICE TO LWDA	0.40	675	270.00
<u>TOTAL BILLED HOURS</u>					
CHARLOTTE JAMES		7.50 hr @ 550.00	\$	4,125.00	
KARLA HORNE		6.20 hr @ 250.00	\$	1,550.00	
NICK DEBLOUW		35.00 hr @ 850.00	\$	29,750.00	

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PIYA MUKHERJEE	27.50 hr @ 750.00	\$ 20,625.00
RICO EHMAN	14.60 hr @ 675.00	\$ 9,855.00
SCOTT BLUMENTHAL	5.20 hr @ 450.00	\$ 2,340.00

TOTAL PROFESSIONAL SERVICES

96.00

\$ 68,245.00

COSTS ADVANCED

07/01/21	PAGA FILING FEE	75.00
10/26/21	FILING/ONE LEGAL FEE	1,492.00
10/27/21	FILING/ONE LEGAL FEE (PAGA ONLY)	1,492.00
12/29/21	FILING FEE/ONELEGAL FEE	14.67
12/29/21	FILING FEE/ONELEGAL FEE	14.67
12/30/21	FILING FEE/ONELEGAL FEE	39.89
12/30/21	FILING FEE/ONELEGAL FEE	39.89
01/02/22	MESSENGER - KNOX	396.75
01/02/22	MESSENGER - KNOX	284.75
01/31/22	KNOX ATTORNEY SERVICES	62.15
01/31/22	KNOX ATTORNEY SERVICES	62.15
01/31/22	KNOX ATTORNEY SERVICES	62.15
01/31/22	KNOX ATTORNEY SERVICES	62.15
01/31/22	KNOX ATTORNEY SERVICES	56.95
01/31/22	KNOX ATTORNEY SERVICES	56.95
01/31/22	KNOX ATTORNEY SERVICES	56.95
01/31/22	KNOX ATTORNEY SERVICES	56.95
01/31/22	KNOX ATTORNEY SERVICES	56.95
01/31/22	KNOX ATTORNEY SERVICES	148.15
02/15/22	ONE LEGAL FILING FEE	14.67
03/01/22	LEXIS NEXIS	354.00

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
03/03/22	ONE LEGAL FILING FEE	14.67
03/07/22	ONE LEGAL FILING FEE	29.34
03/08/22	ONE LEGAL FILING FEE	20.59
03/10/22	PAGA FILING FEE	75.00
03/10/22	ONE LEGAL FILING FEE	14.67
03/11/22	COURTCALL ID: 11473077 -CASE MANAGEMENT CONFERENCE	94.00
03/14/22	ONE LEGAL FILING FEE	14.67
03/15/22	ONE LEGAL FILING FEE	40.48
03/16/22	ONE LEGAL FILING FEE	30.38
03/18/22	ORANGE COUNTY COURT DOCKET DOWNLOAD	<u>15.00</u>
	TOTAL COSTS ADVANCED	<u>\$ 5,248.59</u>
TOTAL CURRENT CHARGES		<u>\$ 73,493.59</u>

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA
LA JOLLA, CA - California 92037-3107

INVOICE

Invoice # 2
Date: 02/19/2025
Due On: 03/21/2025

Jose Juan Noyola
116 E Leatrice Lane Apt 1
Anaheim, CA 92802

CA2436

Staffing Network Holdings, LLC; Waste Management National Services, Inc.

Services

Attorney	Date	Notes	Quantity	Rate	Total
RE	07/25/2022	Prepare initial documents for service of process; identify registered agent; send out for service via Knox	0.70	\$675.00	\$472.50
KH	08/08/2022	Research agents for service of process for two named defendants; Draft proof of service by mail; Prepare Court's Order of 08.04.22 deeming case complex for mail service on defendants' agents for service of process with final proof of service.	0.60	\$250.00	\$150.00
PM	08/15/2022	Review and analyze Def. arb agreement; advise KN re the same.	0.50	\$750.00	\$375.00
KN	08/16/2022	analysis of arbitration provision and arbitration issues; memo to staff	0.50	\$950.00	\$475.00
PM	08/16/2022	Draft correspondence to Def. regarding PAGA action; analyze Def. arb agreement.	0.50	\$750.00	\$375.00
PM	08/22/2022	Review status of action and prior orders; review and analyze Def. correspondence regarding arbitration and impact of Viking.	1.00	\$750.00	\$750.00
KN	09/07/2022	Review emails and status; analysis of Def proposal and our response; memo to staff	0.50	\$950.00	\$475.00
CJ	09/07/2022	Evaluate case and claims, prepare for m&c call with counsel and conduct call	1.50	\$550.00	\$825.00

CJ	09/07/2022	Evaluate arb agreement issue, draft correspondence to OPC re same	0.50	\$550.00	\$275.00
CJ	09/08/2022	Advise PM re arb issue, respond to OPC re Joint Stip	0.50	\$550.00	\$275.00
CJ	09/19/2022	Analyze status of case, advise PM, correspond with OPC re PAGA action and arb issue	0.50	\$550.00	\$275.00
KN	09/22/2022	Analysis of arbitration issues and stipulation; emails with Defendant; research issue; discuss with NBB and staff	1.00	\$950.00	\$950.00
CJ	09/22/2022	Evaluate redlines to stip sent by Def, advise PM, and review/ analyze KN and NBB response related to same	0.50	\$550.00	\$275.00
VR	10/28/2022	Review and Analyze: review court's orders and docket; review status of case; review case notes and complaint;	1.50	\$750.00	\$1,125.00
PM	10/28/2022	Review case status and docket.	0.25	\$750.00	\$187.50
GG	12/09/2022	Finalized, and served Demand for arbitration on Def's, saved to file.	0.40	\$250.00	\$100.00
PM	02/22/2023	Review complaint and status of action; review legal and factual issues; review correspondences from Def. and strategize re the same; advise team regarding Def. correspondences.	2.00	\$750.00	\$1,500.00
VR	03/20/2023	research re names of Defendant; review documents; advise NDB and PM	1.50	\$750.00	\$1,125.00
VR	04/20/2023	Review and Revise: review correspondence re defendants; review doe substitution form; review status of discovery; advise PM	0.70	\$750.00	\$525.00
VR	04/21/2023	Draft: draft joint statement re arbitration status; correspondence to Def; advise PM	1.60	\$750.00	\$1,200.00
GG	04/25/2023	Finalized, filed, and served Joint Statement re Status of Arbitration.	0.60	\$250.00	\$150.00
GG	04/25/2023	Updated POS, Finalized, filed, and served joint statement re status of Arb.	0.50	\$250.00	\$125.00
AR	04/26/2023	Review file and joint statement for onboarding in advance of CMC; draft summary.	0.60	\$550.00	\$330.00
AR	04/27/2023	Multiple correspondence with GG regarding status of filing; review docket and pleadings; draft follow up correspondence regarding dismissed action.	0.50	\$550.00	\$275.00
AR	04/27/2023	Retrieve and review order; draft follow up correspondence regarding hearing.	0.40	\$550.00	\$220.00

GG	04/27/2023	Reviewed email from AR re status of statement re status of Arb., checked ROA, and informed AR of status.	0.20	\$250.00	\$50.00
GG	04/27/2023	Re-filed statement re status of Arb, contacted court clerk to inquire if appearance is necessary, and emailed AR with update.	0.30	\$250.00	\$75.00
AR	04/28/2023	Draft and circulate summary regarding CMC.	0.30	\$550.00	\$165.00
VR	08/01/2023	Review and Revise: review and revise discovery; correspondence to resp; advise GG	2.80	\$750.00	\$2,100.00
GG	08/01/2023	Drafted POS, finalized, and served discovery requests set on (1) to both Def's and special interrogatories, set one (1) to both defendant. Circulated email and update flow chart.	0.80	\$250.00	\$200.00
GG	09/01/2023	Reviewed email re related SAC, searched for complaint in ROA, circulated email and saved complaint.	0.30	\$250.00	\$75.00
VR	09/06/2023	Correspondence with Opposing Counsel: telephone meet and confer with defendant staffing network; review discovery and status of arbitration; correspondence to opposing counsel; advise PM	1.00	\$750.00	\$750.00
VR	09/07/2023	Review and Analyze: review related case complaint; correspondence to plaintiff's counsel; review discovery and mediation status; advise PM and AJB	2.00	\$750.00	\$1,500.00
VR	09/08/2023	meet and confer telephone call with plaintiff's counsel; review and analyze related case documents and docket; correspondence to counsel; advise PM and AJB	1.20	\$750.00	\$900.00
VR	09/11/2023	Review and Analyze: review and analyze related case; review complaint; advise PM	1.00	\$750.00	\$750.00
VR	09/20/2023	Receipt and Review of Correspondence: receipt and review of correspondence from Def; correspondence to plaintiff's counsel; review related complaints; advise AJB and PM	1.80	\$750.00	\$1,350.00
CJ	11/16/2023	Evaluate status of mediation data and doc request, revise and annotate for mediation	1.00	\$550.00	\$550.00
CJ	11/17/2023	Continue analysis of related case, continue analysis of claims and docs needed from Def for mediation	1.00	\$550.00	\$550.00
CJ	11/17/2023	Draft and finalize mediation data and doc request	1.00	\$550.00	\$550.00
CJ	11/20/2023	Evaluate status of mediation data and doc demand, review co counsel's incrops to request correspondence, finalize, sent to OPC	1.00	\$550.00	\$550.00

VR	02/29/2024	Draft: draft joint statement re arbitration; review court's orders and docket; review arbitration and orders; correspondence to defs; advise PM and GG	1.80	\$750.00	\$1,350.00
GG	02/29/2024	Update POS, file and serve statement re status of arbitration.	0.40	\$250.00	\$100.00
GG	02/29/2024	Updated POS, finalized, filed, and served Joint statement re status of Arb.	0.40	\$250.00	\$100.00
CJ	03/11/2024	Review mediation discovery request correspondence, evaluate mediation timeline and deadlines, review p's docs in file, correspond with OPC re mediation data adn documents	0.50	\$550.00	\$275.00
CJ	03/14/2024	Evaluate mediation deadlines, follow up with OPC re same and all outstanding discovery issues	0.25	\$550.00	\$137.50
JH	03/22/2024	Review additional revisions to longform by co-counsel and defense counsel	0.30	\$750.00	\$225.00
CJ	03/25/2024	Evaluate complaint, claims and case notes, review exhibit book and status of pre-mediation docs, review correspondence requesting docs, correspond with OPC	1.00	\$550.00	\$550.00
CJ	04/01/2024	Review case and claims, evaluate documents received to date and documents required for mediation	1.00	\$550.00	\$550.00
CJ	04/01/2024	Research LC 226, correspond with OPC re same	0.50	\$550.00	\$275.00
CJ	04/02/2024	Analyze Defendant's pre-mediation production, review status of documents, update chart, correspond with expert and co counsel re same	1.00	\$550.00	\$550.00
CJ	04/05/2024	Prepare for call with Plaintiff, evaluate case notes, complaint and annotate re same	1.00	\$550.00	\$550.00
CJ	04/05/2024	Review status of Waste Management docs, and Def's entity in the complaint	0.50	\$550.00	\$275.00
CJ	04/05/2024	Review OPC positions re prior settlement, review prior settlement	0.75	\$550.00	\$412.50
CJ	04/05/2024	Evaluate status of mediation data needed, follow up with OPC	0.50	\$550.00	\$275.00
GG	04/05/2024	ROA/Docket search for documents in related action, download/save documents and circulate email.	0.50	\$250.00	\$125.00
GG	04/05/2024	Reviewed email from CJ re related action, searched ROA, downloaded multiple documents related to settlement, saved to file and sent email to CJ.	0.40	\$250.00	\$100.00

CJ	04/08/2024	Research status of Keys case, evaluate status of motion to compel and order	1.00	\$550.00	\$550.00
CJ	04/08/2024	Evaluate prior correspondence and status of mediation documents, send relevant records to expert, review txt formatting issue	1.00	\$550.00	\$550.00
CJ	04/08/2024	Analyze status of PAGA and legislative proposals, research PACC	1.00	\$550.00	\$550.00
CJ	04/10/2024	Research status of Plaintiff's involvement with case, t/c with Plaintiff's spouse to discuss status	1.00	\$550.00	\$550.00
CJ	04/10/2024	Evaluate mediation documents and data, correspond with OPC re deficiencies adn correspond with expert re same	0.75	\$550.00	\$412.50
CJ	04/16/2024	Analyze case and claims, review Plaintiff's wage statements	1.00	\$550.00	\$550.00
CJ	04/16/2024	Draft JPA	0.50	\$550.00	\$275.00
SB	04/16/2024	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
CJ	04/17/2024	Evaluate case and claims, review status of co-counsel and prepare for call	1.00	\$550.00	\$550.00
CJ	04/17/2024	Conduct t/c with co counsel, advise PM and review wage statements and case notes	1.00	\$550.00	\$550.00
NDB	04/17/2024	Review related litigation and potential overlap. Review and revise JPA. Send to Plaintiff for signature. Follow up calls and emails regarding JPA terms and status of litigation.	1.40	\$850.00	\$1,190.00
NB	04/22/2024	Review docs re settlement issues. Advise AJ.	3.00	\$995.00	\$2,985.00
SB	04/22/2024	Add individual claims to case notes, calculate individual damages, advise AJB	2.80	\$450.00	\$1,260.00
SB	04/25/2024	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
SB	04/26/2024	Attend mediation	8.00	\$450.00	\$3,600.00
GG	06/03/2024	Contacted JAMS case manager re issue with access, reviewed email with status update, and confirmed with PM and CJ that they now have access.	0.30	\$250.00	\$75.00
PM	06/30/2024	Draft Joint Status of ADR Report	0.50	\$750.00	\$375.00
PM	07/01/2024	Review/revise/finalize Joint ADR Status Report	0.50	\$750.00	\$375.00
GG	07/02/2024	Updated POS, finalized, filed, and served joint CMC statement.	0.50	\$250.00	\$125.00

NDB	07/25/2024	Review MOU terms and mediation results. Send MOU to Plaintiff for signature. Follow up calls and emails to explain terms and process of approval.	1.40	\$850.00	\$1,190.00
AR	08/29/2024	Review file for status of settlement approval; draft follow up correspondence; update file.	0.50	\$550.00	\$275.00
PM	09/11/2024	Review and analyze MOU; draft correspondence to co-counsel; draft correspondence to defense counsel regarding settlement agreement.	0.75	\$750.00	\$562.50
PM	09/12/2024	Review and revise draft amended complaint; review MOU.	1.50	\$750.00	\$1,125.00
PM	09/30/2024	Review, revise, and analyze settlement agreement; review MOU.	2.00	\$750.00	\$1,500.00
PM	10/10/2024	Review draft settlement agreement and draft amended complaint; telephone call with co-counsel re the same; draft and finalize joint status conference report.	1.50	\$750.00	\$1,125.00
GG	10/10/2024	Finalize, file, serve joint statement re arbitration, update POS, save to file.	0.60	\$250.00	\$150.00
AR	10/16/2024	Review docket and retrieve order; draft multiple follow up correspondence regarding the same.	0.50	\$550.00	\$275.00
PM	12/03/2024	Review Def. revisions to amended complaint.	0.50	\$750.00	\$375.00
PM	12/05/2024	Review and revise settlement agreement.	1.00	\$750.00	\$750.00
PM	12/09/2024	Review/revise individual settlement agreement; review/revise long form agreement.	1.25	\$750.00	\$937.50
AR	12/09/2024	Review and outline file and docket for status of PAGA actions; draft summary correspondence with opposing counsel.	0.50	\$550.00	\$275.00
PM	12/10/2024	Review and revise individual settlement agreement.	0.50	\$750.00	\$375.00
PM	12/13/2024	Review status of settlement agreement; review settlement agreement draft.	0.50	\$750.00	\$375.00
PM	12/16/2024	Review long form agreement; review individual agreement.	0.75	\$750.00	\$562.50
NDB	12/19/2024	Review and revise individual settlement agreement. Send to Plaintiff for signature. Conference with Plaintiff to discuss terms.	1.40	\$850.00	\$1,190.00
PM	01/10/2025	Review draft PAGA Approval Motion; add portions to motion regarding Noyola action procedural history.	1.00	\$750.00	\$750.00
GG	01/21/2025	Reviewed email re related complaint, searched ROA for file stamped copy and circulated via	0.20	\$250.00	\$50.00

		email.			
GG	01/21/2025	Reviewed email from CJ re related complaint, checked ROA, downloaded and circulated via email.	0.40	\$250.00	\$100.00
CJ	01/23/2025	Research status of case and claims, draft Joint Statement re settlement, determine request for dismissal needed	1.50	\$550.00	\$825.00
GG	01/24/2025	Finalized, filed, served request for dismissal dec and POS in PAGA action.	0.50	\$250.00	\$125.00
GG	01/24/2025	Updated POS, Finalized, filed, and served request for dismissal in PAGA action.	0.60	\$250.00	\$150.00
GG	01/27/2025	Prepared Amended declaration of PM ISO request for dismissal, updated POS, filed, and served.	0.60	\$250.00	\$150.00
CJ	01/31/2025	Review Med Brief, Settlement Agreement, MOU, and Complaint in prep for drafting declaration for Plaintiff	1.00	\$550.00	\$550.00
CJ	01/31/2025	Draft declaration for Plaintiff, evaluate work on case	1.00	\$550.00	\$550.00
KN	02/11/2025	Review final agreement; execute documents	0.50	\$950.00	\$475.00
KN	02/11/2025	review status and emails; analysis of issues; execute documents; advise staff as to next steps; review billing statement for accuracy	1.00	\$950.00	\$950.00
KN	02/11/2025	draft declaration ISO motion	2.00	\$950.00	\$1,900.00
KN	02/19/2025	Revise declaration; finalize exhibits and declaration; email co-counsel	0.75	\$950.00	\$712.50
Services Subtotal					\$64,057.50

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	06/03/2022	Onelegal/Filing Fee	1.00	\$1,492.52	\$1,492.52
Expense	07/31/2022	KNOX Messenger and Filing Service.	1.00	\$142.85	\$142.85
Expense	07/31/2022	KNOX Messenger and Filing Service.	1.00	\$51.35	\$51.35
Expense	11/09/2022	Orange County Superior Court docket download	1.00	\$7.50	\$7.50
Expense	04/25/2023	court filing via One Legal	1.00	\$13.33	\$13.33
Expense	10/02/2023	LexisNexis	1.00	\$183.00	\$183.00
Expense	03/01/2024	court filing via One Legal	1.00	\$17.71	\$17.71

Expense	04/15/2024	Mediation Fees - Steve Serratore	1.00	\$7,000.00	\$7,000.00
Expense	05/07/2024	Berger Consulting Fee	1.00	\$4,960.00	\$4,960.00
Expense	07/02/2024	One Legal Filing Fee: One Legal Filing Fee	1.00	\$17.71	\$17.71
Expense	10/01/2024	One Legal Filing Fee: One Legal Filing Fee	1.00	\$15.44	\$15.44
Expenses Subtotal					\$13,901.41

Time Keeper	Quantity	Rate	Total
Norm Blumenthal	3.0	\$995.00	\$2,985.00
Scott Blumenthal	16.2	\$450.00	\$7,290.00
Nicholas De Blouw	4.2	\$850.00	\$3,570.00
Ricardo Ehmann	0.7	\$675.00	\$472.50
Jeffrey Herman	0.3	\$750.00	\$225.00
Charlotte James	26.25	\$550.00	\$14,437.50
Piya Mukherjee	16.5	\$750.00	\$12,375.00
Kyle Nordrehaug	6.25	\$950.00	\$5,937.50
Victoria Rivapalacio	16.9	\$750.00	\$12,675.00
Andrew Ronan	3.3	\$550.00	\$1,815.00
Gerardo Galaviz	8.5	\$250.00	\$2,125.00
Karla Horne	0.6	\$250.00	\$150.00
Subtotal			\$77,958.91
Total			\$77,958.91

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2	03/21/2025	\$77,958.91	\$0.00	\$77,958.91
Outstanding Balance				\$77,958.91
Total Amount Outstanding				\$77,958.91

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.