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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF STANISLAUS

RAFAELA CERVANTES CARRANZA, an individual on behalf of herself and all others similarly situated, Plaintiff, vs. VOLK ENTERPRISES, INC., a Delaware corporation; and DOES 1 through 50, inclusive, Defendants.	Case No.: CV-24-001479 Assigned for All Purposes To: Hon. David I. Hood Dept.: 24 **DECLARATION OF NATALIE HARITOONIAN IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, ATTORNEYS' FEES AND EXPENSES, AND CLASS REPRESENTATIVE SERVICE PAYMENT** Date: December 11, 2026 Time: 8:30 a.m. Dept.: 24

DECLARATION OF NATALIE HARITOONIAN

I, Natalie Haritoonian, declare as follows:

1. I am an attorney licensed and admitted to practice before all courts of the State of California and the United States District Courts for the Central, Southern, Eastern and Northern Districts of California. I have personal knowledge of the facts herein, and if called as a witness I could and would competently testify to them.

2. I am a senior counsel at D.Law, Inc., and attorney of record for counsel for Plaintiff Rafaela Carranza ("Plaintiff" or "Class Representative") on behalf of similarly situated employees of Defendant Volk Enterprises, Inc. ("Defendant").

3. I received my Bachelor of Arts in political science from the University of California, Los Angeles, in 2014. I then earned my Juris Doctorate from the University of Southern California, Gould School of Law in May of 2018. Upon graduating from law school, I have exclusively focused my practice on representing employees including in wage-and-hour class actions. The following are examples of some of my cases that have resulted in favorable settlements for the employee Class Members and Aggrieved Employees I have represented:

a. *Martinez v. Villa & Sons Enterprises, Inc*., San Benito County Superior Court, Case No. CU-19-00120 (Hon. J. Omar Rodriguez);

b. *Herrera v. Pomona Quality Foam, LLC*, Los Angeles County Superior Court, Case No. 19STCV38235 (Hon. Ann Jones);

c. *Torres v. Precision Plastics Packaging Co*., Orange County Superior Court, Case No. 30-2019-01063177-CU-OE-CXC (Hon. Peter Wilson);

d. *Marchbanks v. Torrid Administration, Inc*., et al. San Diego County Superior Court, Case No. 37-2020-00008179-CU-OE-NC (Hon. Blaine K. Bowman);

e. *Becerra v. Tetra Tech, Inc*., Sonoma County Superior Court, Case No. SCV-265511 (Hon. Patrick Broderick);

f. *Foster v. Deckers Outdoor Corporation*, Santa Barbara County Superior Court, Case No. 20CV03699 (Hon. Donna D. Geck);

g. *Stakely v. Windsor Palms Care Center of Artesia,* Los Angeles Superior Court, Case No. 21STCV10507 (Hon. Carolyn B. Kuhl);

h. *Sosa v. Aurora World, Inc.*, Los Angeles County Superior Court, Case No. 19STCV20182 (Hon. Lawrence R. Riff);

i. *Torres v. Rapid Manufacturing*, Orange County Superior Court, Case No. 30-2019-01089455-CU-OE-CXC (Hon. William D. Claster);

j. *Aleman v. Moonlight Packing Corporation*, Fresno County Superior Court, Case No. 20CECG01196 (Hon. Kristi Culver Kapetan);

k. *Salazar v. Happy FM Group, Inc*., Los Angeles Superior Court, Case No. 20STCV40294 (Hon. Stuart M. Rice);

l. *Baldwin v. Patagonia, Inc*., Los Angeles Superior Court, Case No. 20STCV40245 (Hon. Maren Nelson);

m. *Smith v. NOIA Residential Services, Inc*., Fresno Superior Court, Case No. 20CECG01820 (Hon. Jeffrey Y. Hamilton);

n. *Alvarado v. Faro Logistics Solutions, Inc*., San Bernardino Superior Court, Case No. CIVSB2200441 (Hon. Joseph Ortiz); and

o. *Hernandez v. Clark Pacific Corporation*, Yolo Superior Court, Case No. CV-2019-1053 (Hon. Samuel T. McAdam).

4. This Declaration is offered in support of Plaintiff's motion for final approval of a settlement agreement negotiated and entered into at arm's length by the parties herein.

CASE HISTORY

5. On February 23, 2024, Plaintiff filed a class action complaint against Defendant alleging nine causes of action: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability under Labor Code § 226.7; (4) Rest Break Liability under Labor Code § 226.7; (5) Violation of Labor Code § 203; (6) Violation of Labor Code § 204; (7) Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5; (8) Failure to Produce Requested Employment Records under Labor Code §§ 226(b), 1198.5; and (9) Violation of Business & Professions Code § 17200 *et seq*.

6. On February 25, 2025, Plaintiff submitted a Private Attorneys General Act ("PAGA") notice letter to the Labor Workforce Development Agency ("LWDA") and served Defendant. A true and correct copy of the confirmatory email and the LWDA letter submitted on behalf of Plaintiff is attached hereto as **Exhibit E**. The LWDA did not express an interest in investigating Plaintiff's claims within the 65-day period. Therefore, on November 17, 2025 Plaintiff filed a First Amended Complaint adding a cause of action for penalties under the Private Attorneys General Act ("PAGA"). (*Id.*). The First Amended Complaint alleged sixteen causes of action: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest Break Liability Under Labor Code § 226.7; (5) Violation of Labor Code § 226(a); (6) Violation of Labor Code §§ 201-203, 227.3; (7) Violation of Labor Code § 204; (8) Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5; (9) Failure to Produce Requested Employment Records Under Labor Code §§ 226(b), 1198.5; (10) Violation of Labor Code § 246; (11) Failure to Pay Reporting Time Pay; (12) Violation of Labor Code § 221; (13) Failure to Provide One Day's Rest in Seven Under Labor Code §§ 551 and 552; (14) Violation of Labor Code § 2802; (15) Violation of Business & Professions Code §§ 17200, *et seq*; and (16) Penalties under Private Attorney General Act ("PAGA"), Labor Code § 2698.

7. The Settlement is the product of extensive arm's-length negotiations between the parties. The parties are represented by experienced class action attorneys. In order to reach the Settlement, the parties debated, discussed, and resolved many difficult legal and factual issues. Moreover, during the process the parties were required to make reasonable compromises in light of the facts, issues, and risks presented in this action. Class Counsel considered the uncertainty and risks of further litigation, and the difficulties inherent in such litigation. Class Counsel also considered the burdens of proof necessary to establish liability against Defendant and Defendant's defenses, the length and complexity of the trial itself, and the risks of further delays and expenses arising from possible appeals. Assessment of all of these factors indicated that the best interests of Class Members would be served by a settlement of this action in the manner and upon the terms

set forth in the Parties' Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Settlement").

8. To reiterate, under the terms of the proposed settlement, the amount available for distribution to Class Members who do not opt out of the settlement is $170,000.00 less the following deductions: (1) up to $56,666.67 for the Class Counsel Fees Payment; (2) up to $20,000.00 for the Class Counsel Litigation Expenses Payment; (3) up to $7,500.00 for the Class Representative Service Payment; (4) up to $5,000.00 for the Administration Expenses Payment; (5) $6,000.00 to the LWDA PAGA Payment; and (6) $2,000.00 to the Aggrieved Employees for the Individual PAGA Payment.

9. From my experience in wage and hour litigation, the present settlement has resulted in a substantial benefit to Class Members. In fact, the average settlement share is on average **$680.69 per Class Member with the high payment of $2,405.53** (Declaration of Madely Nava filed concurrently herewith ("Nava Decl."), ¶ 16.)

SETTLEMENT ADMINISTRATION

10. The settlement administration was fairly settled and administered. After preliminary approval, Apex Class Action, the settlement administrator, sent the Notice Packet to the Class Members' last-known addresses and made significant efforts to locate Class Members, including performing skip traces on those employees who could not be located. (McNamee Decl., ¶¶ 1-19.)

11. Of the 107 Class Members who were sent notice, 11 Notice Packets were returned to Apex by the Post Office and 3 Notice Packets were re-mailed. (*Id.* at ¶¶ 6-9.) As of the date of this declaration, in response to the mailing, **zero class members objected** to the settlement, **zero disputed** the number of workweeks, and **zero opted out**. (*Id.* at ¶¶ 11-13.)

12. The fact that there was a 100% participation rate indicates that the persons most affected by Defendant's alleged practices and who stand to benefit most from the settlement agree that this is an outstanding result and a strong indication that the settlement is fair and adequate, and that Class Members found it to be so.

13. Apex requests payment of administration costs of $5,000.00. (*Id.* at ¶ 19.)

REQUEST FOR ATTORNEYS' FEES AND COSTS

14. The preliminarily approved settlement calls for the payment of up to $56,666.67 for the Class Counsel Fees Payment, plus up to $20,000.00 for the Class Counsel Litigation Expense Payment (Class Counsel's actual costs in this matter are less as detailed below). This request is fair, reasonable, and adequate to compensate Class Counsel for the substantial work they have put into this case and the risk they assumed by taking it in the first place. The attorneys' fees award is intended to reimburse Class Counsel for all uncompensated work that they have already done and for all the work they will continue to do in carrying out and overseeing the administration of the settlement. To provide the Court with an overview of the work done by Class Counsel in this case, I provide a detailed summary of the hours I have invested in this action as **Exhibit A** to this Declaration. This detailed summary is intended to provide the Court with sufficient detail to of the tasks performed in connection with specific motions or events or phases that track the progress of the litigation from our initial investigation through settlement.

The Lodestar Method

15. Class Counsel's lodestar calculation supports the requested attorneys' fees. The lodestar calculation typically proceeds in three steps. First, a trial court must determine a baseline guide or "lodestar" figure based on the time spent and reasonable hourly compensation for each attorney involved in the case. *Serrano v. Priest* (1975) 20 Cal.3d 25, 48. The court then sets a reasonable hourly fee to apply to the time expended, with reference to the prevailing rates in the geographical area in which the action is pending. *Bihun v. AT&T Information System* (1993) 13 Cal.App.4th 976, 997. Finally, a "multiplier" is selected with reference to the following factors: (1) the novelty and difficulty of issues involved, (2) the skill displayed in presenting them, (3) the extent to which the nature of the litigation precluded other employment by the attorneys, and (4) the contingent nature of the fee award, based on the uncertainty of prevailing on the merits and of establishing eligibility for the award. *Serrano, supra,* 20 Cal.App.3d at 49.

16. Class Counsel charges rates commensurate with the prevailing market rates in the Los Angeles area for attorneys of comparable experience and skill handling complex litigation. Aside from being warranted by our skill, experience and ability, Class Counsel rates that were

used in application of the lodestar cross check in this case, are supported by the Laffey Matrix attached hereto as **Exhibit B.**

17. As for the *Serrano* factors, all militate in favor of the requested fee award. This case raised a number of complex and contested issues, and Class Counsel exhibited skill and creativity in prosecuting and presenting them. Chief among these was the law relating to meal and rest periods, and failure to pay class members final wages.

18. This case was not straightforward. Class Counsel had to spend time researching and analyzing each of these claims and issues in order to adequately assess the liability of Defendant. Class Counsel then had to develop the evidence necessary through discovery to establish Defendant's liability. This was done through carefully sifting through hundreds of pages of documents.

19. In sum, Class Counsel had to come up with creative approaches to these issues in litigating the case and, ultimately, negotiating and crafting the settlement. To this end, Class Counsel has devoted a tremendous amount of time and energy. As shown in the table above, Class Counsel have spent a substantial number of hours working on this case. This time commitment was necessary in order to research, construct and prosecute viable legal claims in the face of stiff opposition, but it has come at a cost. In particular, the time Class Counsel have devoted to this case has prevented them from taking on many other cases, including hourly work for which compensation for work done would have been more certain. They have also had to forgo a number of other potential employment matters that might have settled during the pendency of this litigation and yielded significant attorneys' fees. Despite these considerations Class Counsel zealously represented Plaintiff and the class and has obtained a favorable result.

20. Such is not always the case. Indeed Class Counsel has invested time and money into numerous other cases, including class actions, that have fizzled for one reason or another, leaving Class Counsel completely without any compensation for their effort. Here Class Counsel has achieved a beneficial settlement for the class, but this was by no means a foregone conclusion; indeed their efforts might well have been frustrated by any number of obstacles with which they

were presented along the way. Nor could class certification be guaranteed. In addition, Defendant could have exerted pressure on Plaintiff to dismiss her claims by offering them an individual settlement, an experience with which Class Counsel are not unfamiliar. However, Class Counsel was able to navigate the shoals of unpredictability to achieve a desirable result, and they have done so without receiving any compensation to speak of thus far because they took this case on a contingency-fee basis.

21. From the foregoing analysis, Class Counsel's requested attorneys' fees are fair and reasonable. Class Counsel conservatively estimate that they have invested over 148 hours of attorney time in this matter. My billing rate is $992.00 per hour (9 years out of law school), and I spent 64 hours on this matter. *See* **Exhibit A** (Haritoonian Time Summary**, Exhibit B** attached hereto (Laffey Matrix)). Jonas Agle's billing rate is $610.00 (3 years out of law school), and he spent 75 hours on this matter. *See* **Exhibit C** attached hereto (Agle's Time Summary), **Exhibit B** attached hereto (Laffey Matrix.) Class Multipliers routinely range from 3 to 5, and it is not uncommon that multipliers of between 5 and 10, or higher, are applied. *See, e.g., Wilson v. Bank of Am. Natl. Trust & Savs. Assn.*, No. 643872 (Cal. Sup. Ct., Aug. 16, 1982) (multiplier of 10); *Glendora Comm. Redev. Agency v. Demeter* (1984) 155 Cal.App.3d 456, 465 (affirming multiplier of 12, and expressly rejecting argument that fee was either exorbitant or unconscionable). The fee request of $56,666.67 results in a negative multiplier which further evidences the reasonableness of the request.

The Percentage-of-the-Benefit Comparison

22. In settlements where a definite monetized fund is created, it is appropriate for courts to evaluate the lodestar amount as a percentage of the recovery and adjust it accordingly if the lodestar differs from the range of percentage fees freely negotiated in comparable litigation. *See Lealao v. Beneficial Calif., Inc.* (2000) 82 Cal.App.4th 19, 49-50.

23. Class Counsel took this case on a contingent-fee basis against a corporation represented by a reputable defense firm. When we take contingent cases, we must pay careful attention to the economics involved or one bad case can destroy years of work. Accordingly, in such cases, we anticipate that we shall, if successful, receive a fee that exceeds our normal hourly

rate; otherwise the risk is often too great to bear. Even when we work long hours, the number of hours in a day is limited. Because of this, when we take on one particular matter, we are unable to take on other matters. When my firm became involved in this case, we realized the time commitment it would entail and were forced to turn down other matters that we otherwise should have been able to handle.

24. Contingent-fee cases present the very real risk of working hundreds if not thousands of hours that may never be entirely compensated. Moreover, while the case is being litigated, counsel must pay overhead (salaries, rent, etc.), provide for their own expenses, and in most cases pay the out-of-pocket expenses incurred on the plaintiff's behalf. And the prospect of a court-awarded fee does not greatly reduce the risk posed by these cases. In many cases, the prospect is nothing more than a potential that never materializes. First, you must win the case to get a court-awarded fee; even those cases that seem strongest at the onset can be lost and sometimes are lost. Second, there are always the pitfalls and unforeseen obstacles that arise along the way, such as settlement offers that the client may accept without ensuring that we receive a reasonable fee or changes in the law that substantially affect the merits of the case, or other uncertainties involving the client. Finally, there is the great risk inherent in advancing tens if not hundreds of thousands of dollars in out-of-pocket expenses. If that money were to be invested in some sort of financial investment, one would expect a reasonable rate of return on that investment. Here, however, the best we can hope to recover is our money, and then only if we are substantially successful; if we are not, all or part of this "investment" can be lost.

25. Class Counsel is well acquainted with the contingent-fee market throughout California, particularly as it pertains to wage-and-hour and class-action litigation. Class Counsel has negotiated numerous contingency-fee agreements with plaintiffs, both as individuals and as representatives in class-action suits. Many of those agreements required that counsel receive a fee under certain scenarios that exceeds thirty-five percent of the recovery. Plaintiff here signed a retainer agreement indicating that Class Counsel could receive a fee under certain scenarios that exceeds thirty-five percent of the recovery. Class counsel in contingency-fee cases typically receive attorneys' fees equal to or greater than a third of the gross settlement amount. *See, e.g.,*

Evans et al. v. Coca-Cola (Los Angeles County Sup.Ct. 2001 Case No. BC 220525 (Hon. Richard C. Hubbell)) (approving an award of attorney's fees of at least 33-1/3% of the settlement); *Moreno v. Miller Brewing* (Los Angeles County Sup. Ct. April 2004 BC 278170 (Hon. David M. Minning)) (same); and *Josiah Eaton, et al. v. Adolph Coors Company* (Orange County Sup. Ct. 2003 Case No. 01CC00140 (Hon. Stephen J. Sundvold)) (at least same award); *Daum v. Claim Jumper Restaurants* (Orange County Sup. Ct. 2006 Case No. 02CC10201 (Hon. Ronald L. Bauer)) (final approval of same); *Moore v. IKEA* (Los Angeles County Sup. Ct. 2006 Case No. BC 263646 (Hon. Peter Lichtman)) (final approval of same); *Big Lots Overtime Cases* (San Bernardino County Sup. Ct. February 2004, JCCP Proceeding No. 4283 (Hon. Walter L. Blackwell, III)) (same); and *Fitzpatrick v. Baja Fresh* (Los Angeles Super. Ct. Case No. BC 265578 (Hon. Anthony J. Mohr)) (same). Thus the fees requested in this case are in line with, if not less than, the fees routinely awarded in class action wage-and-hour cases.

26. Indeed, California courts have approved attorney's-fee awards in excess of the benchmark of one-third of the settlement fund. *See Crandall v. U-Haul* (Los Angeles County Sup. Ct., Case No. BC178775), the Honorable Steven Czuleger awarded a 40% attorney fee request in an overtime-exemption class action; in *Bushnell v. Cremar, Inc.* (Orange County Sup. Ct., Case No. 657778), the Honorable Donald E. Smallwood awarded attorneys' fees in the amount of 38%; in *Abzug v. Kerkorian* CA000981 (Los Angeles County Sup. Ct., November 1990), the Honorable R. William Schoettler awarded a 45% fee; in *Haitz v. Meyer, et al.,* Alameda County Sup. Ct., 8-20-1990 No. 572968-3, the court awarded a 40% fee; in *Elliott v. Clothestime* (Orange County Sup. Ct., Case No. 01-CC00333) the Honorable Jonathan Cannon awarded a 40% fee in a wage-and-hour class action which had not yet proceeded to the class certification stage; in both *Rippee v. Boston Market Corporation*, Case No.: 05 CV 1359 BTM (JMA) and *Barile v. Boston Market Corporation*, Case No.: 05 CV 1360 BTM (JMA), the Honorable Judge Barry T. Moskowitz awarded a 40% fee to plaintiff's counsel in wage-and-hour class actions that had not proceeded to the class-certification stage.

27. In light of the foregoing, the fee request in an amount equal to one-third of the Gross Settlement Amount is well within the bounds that have been established by the above-cited

authority. Defendant has no objection to an award of fees in the amount requested. Moreover, the Class Notice mailed to Class Members stated the amount of fees requested by Class Counsel; however, not a single Class Member has objected to an award of fees in the amount requested.

Costs

28. The preliminarily approved settlement calls for the payment of up to $20,000.00 for the Class Counsel Litigation Expenses Payment. The total costs for Plaintiff's counsel are $13,196.28. See Class Counsel's Cost Log attached and incorporated herein as **Exhibit F.** Class Counsel incurred costs including, but not limited to, filing fees (e.g. complaint, stipulation, motions), service of process, mediation fees, expert analysis fees, attorney-service costs for court filings, copy charges for documents, and postage charges. The Settlement provides for reimbursement to Counsel of up to $20,000.00 and Counsel hereby requests $13,196.28 which were all reasonably incurred in the prosecution of this action.

CLASS REPRESENTATIVE SERVICE PAYMENT TO NAMED PLAINTIFF IS REASONABLE

29. Plaintiff is entitled to a reasonable service payment for her efforts and initiative in bringing and helping to prosecute this action. Plaintiff assumed great risk by challenging Defendant's wage-and-hour policies and bringing suit against Defendant. Plaintiff spent time better apprising herself of her rights, deciding whether remedial action should be taken, how it should be taken, searching for attorneys, and finally contacting her attorneys, who spent many hours with them discussing her case and the law. In the end, Plaintiff decided to vindicate not only her own rights but also those of her fellow employees by filing a class action lawsuit.

30. The courage it took to stand up to Defendant in this way should not be underestimated. Few people want to file lawsuits, especially against her former employers. This aversion was and is especially keen in today's economic climate, where remunerative work has been hard to come by. By suing her former employer, Plaintiff increased the risk of retaliation by prospective employers. Plaintiff has now cost Defendant a substantial sum of money through her courage in vindicating her rights and the rights of past and present workers, and such conduct will not be lost on a prospective employer who has to choose between an applicant who has never sued

a prior employer and one who has. This risk is particularly real in the information age, where employers can, more easily than ever, perform background checks of prospective employees, sometimes with the stroke of a key.

31. But Plaintiff did not allow her fear of the potential repercussions of being a class representative deter her from acting for the benefit of Class Members. Quite the contrary, Plaintiff was intimately involved from the start. She has devoted a substantial amount of time to helping Class Counsel effectively develop and prosecute this action at every stage of the litigation. Plaintiff conferred with Class Counsel on numerous occasions to discuss every aspect of this case; provided information about Defendant; reviewed documents; produced documents; identified witnesses; monitored the progress of the litigation; took the time to apprise herself of the facts, issues and law regarding the claims at issue, spent time with Class Counsel discussing the terms of the settlement and reviewed and executed the Settlement. In all, Plaintiff estimates that she has devoted numerous hours in preparing the Action and seeing it through to settlement.

32. Plaintiff spent a significant amount of time with Class Counsel detailing her knowledge of Defendant's practices and assisting in the prosecution of this action. She has diligently, adequately, and fairly represented Class Members and has not placed her interests above any member of the putative class. Class Counsel believes that Plaintiff is entitled to a Class Representative Service Payment for the time and effort she has devoted to this case. Defendant have agreed not to oppose it. Such payments to class representatives are a common feature of settlements negotiated by Class Counsel, and trial courts routinely approve them. In light of the foregoing, Class Counsel believes the Class Representative Service Payment in the amount of $7,500.00 is fair and reasonable.

33. California trial courts routinely approve enhancement payments to class representatives in wage-and-hour class-action settlements. *See, e.g., Bennett v. Countrywide Financial Corporation* (2005) San Diego Sup. Ct. Case No. GIC840981 ($35,000); *Hogue v. WH Smith of Nevada, Inc.* (2004) San Diego Sup. Ct. Case No. GIC830653 ($20,000); *Fiez v. Brown Group Retail Inc., d.b.a. Famous Footwear* (2003) Orange County Sup. Ct. Case No. 01CC00381 ($35,000 to current employee of defendant and $20,000 to former employee); *Barry v. Cost Plus,*

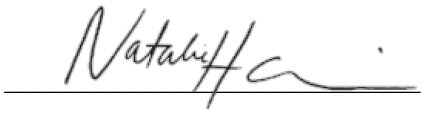
Inc. (2003) OCSC No. 01CC00380 ($35,000 for each named plaintiff); *Lajoie v. The Picture People, Inc.* (2003) Orange County Sup. Ct. Case No. OlCC00324 ($25,000 each for two named plaintiffs); *Franco v. Vans, Inc.* (2002) Orange County Sup. Ct. Case No. 01CC03995 ($35,000 for each named plaintiff); *Crandall v. U-Haul Corporation* (2001) Los Angeles Sup. Ct. Case No. BC 178775 ($20,000 for each named plaintiff); *Joel v. Athlete's Foot Group* (2001) Los Angeles Sup. Ct. Case No. BC 234231 ($25,000). Plaintiff' enhancement request is substantially less than the enhancements approved in these cases; therefore it is reasonable.

LABOR CODE § 2699(l)(2) COMPLIANCE

34. In compliance with Labor Code §2699(l)(2), Plaintiff has attached the proof of service of the settlement agreement as **Exhibit D**.

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

Executed this 13th day of November 2026 at Pasadena, California.



Natalie Haritoonian

EXHIBIT A

Carranza v. Volk Enterprises, Inc., et al.
Detailed Time and Task Summary – Natalie Haritoonian

Tasks Performed	Atty Hours Est.	Date range
1. Pre-Filing and Investigation Tasks • Complaint research and research case law and other cases, and research Defendant and its operations and prior litigations. • Confer with client and review documents with client, including personnel file request and production – send records request and confer with client and Defendant regarding personnel file. • Set up file and documents, including attorney client agreement, responsibilities of a class representative, and wage statements and personnel file documents. • Research California Secretary of State filings for Defendant. • Conduct factual and legal research into the merits of Plaintiff's claims. • Research similar wage class actions. • Conduct multiple conferences discussing the facts and allegations with Plaintiff, addressing conduct of litigation, time frame for events and initial actions to commence litigation.	2	February 2024
2. Review Class Action Complaint and the PAGA Notice Letter • Conduct further research regarding Defendant and its policies and practices and confer with Plaintiff and draft detailed file notes. • Review Class Action Complaint and allegations. • Review Private Attorneys General Act Notice Letter and correspondence to Labor Workforce Development Agency and re: PAGA Notice and claims and facts and theories and grounds for recovering civil penalties. • Confer and correspond with Plaintiff regarding Class Action Complaint and review and approval of factual allegations and attend to filing.	6	February 2024
3. Initial conferences and correspondence with Defense counsel, Initial scheduling conference • Review case initiation documents and conformed copies and review initial Case Management Conference order and draft notice of CMC. • Confer and correspond with process server regarding service on Defendant and status and documents to provide. • Conduct multiple conferences with Plaintiff and exchange e-mails regarding experiences as an employee of Defendant and evidencing claims. • Continue compiling case documents from Plaintiff and case research regarding the applicable authorities and claims and Defendant's policies and operations. • Conduct teleconferences and exchange correspondence regarding claims and Defendant's operations and the case and claims. • Draft multiple correspondences to Defense counsel regarding case	2	April 2024 – October 2024

and conference and appearance and discovery. • Conduct further investigation into the claims, and conferences with Plaintiff regarding same and documents supporting allegations.		
4. Potential ADR Discussions • Confer with Defense counsel and exchange e-mails regarding decision to proceed with mediation and regarding informal discovery and how to approach in light of agreement. • Confer and correspond with Defense counsel and mediators regarding mediator selection and availability and scheduling. • Agree upon Lou Marlin for mediation and draft multiple e-mails and respond regarding scheduling. • Book mediation and begin preparation after finalizing scheduling based on parties and counsel schedules and availability and that of the mediator. • Confer with Plaintiff regarding mediation and availability and review multiple correspondences from Plaintiff regarding ongoing claims and issues to address with Defendant. • Review stipulations and file all documents regarding conferences and case management dates and continuances for mediation.	2	July 2024 – October 2024
5. Complete Informal Discovery, Mediation Preparation, Conduct Mediation, and further discovery meet and confer • Review correspondence with Defense counsel and mediator regarding mediation and scheduling. • Review informal discovery and production of documents and Class Member's data. • Review all production and file documents and policy documents and compile key exhibits and documents for mediation. • Confer and correspond with Defense counsel regarding Class Member's data and numbers agreed upon and extrapolated for mediation. • Conduct case law review and research regarding payment of wages, meal, and rest breaks, wage statements, final wages, and PAGA. • Review mediation brief addressing background and procedure, discovery completed, and each of Plaintiff's claims, and the facts and law supporting them, and research and calculate potential estimated damages and penalties exposure. • Conduct mediation with Lou Marlin. • Complete conferences with Defense counsel regarding Settlement and general terms.	16	October 2024 – February 2025
6. Finalizing Settlement Agreement and Terms • Draft long form Settlement Agreement and conduct multiple conferences and correspondence with Defense counsel regarding detailed terms and revisions. • Multiple correspondence and conferences with Defense counsel	17	February 2025 – August 2025

regarding settlement terms and revisions and additions. • Draft Class Member's Notice and e-mails regarding same and finalizations after editing. • Confer with administrators and receive quotations and agree on estimate and administrator. • Conduct multiple conferences with Plaintiff regarding Settlement and terms and responding to his questions and concerns. • Finalize Settlement Agreement and attend to execution and confer and correspond with Plaintiff regarding same.		
7. Motion for Preliminary Approval, Hearing, and Begin Administration • Review motion for preliminary approval of the Settlement and supporting documents including declarations and attend to filing. • Conduct multiple conferences and exchange correspondence with Defense counsel regarding MPA documents and revisions as required. • Confer with Defense counsel regarding Settlement and terms after reviewing the Court's tentative ruling granting preliminary approval. • Review Court's Order granting preliminary approval after entry and provide to Administrator to begin administration process.	8	November 2025
8. Initiate and Complete Settlement Administration • Confer and correspond with Defense counsel and Administrator regarding settlement administration, class data, and initial mailing. • Attend to initial mailing and correspondence with administrator regarding same. • Address administration timeline and initial calculations with administrator in e-mails and conferences. • Address questions regarding administration and review weekly administration reports, and draft correspondence regarding same.	3	November 2025 – November 2026
9. Motion for Final Approval of Settlement • Complete administration and confer and correspond with administrator regarding final approval and administration declaration. • Review final approval motion and supporting documents. • Confer and correspond with Plaintiff regarding declaration and enhancement. • Complete lodestar cross check and confer and correspond with Defense counsel regarding document drafts and required revision. • Finalize and filing motion for final approval documents, including motion and memorandum and all supporting declarations and proposed order/judgment. • Motion for attorneys' fees and expenses and attending additional hearings. • Also anticipated hours responding to inquiries from Class Members regarding the settlement and checks, drafting declarations to comply with the Court's requirement for a compliance hearing, and attendance at any further hearing.	8	November 2026 – current
TOTAL:	**64 Hrs.**	

EXHIBIT B

LAFFEY MATRIX

History
Case Law
See the Matrix
Contact us
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	$277	$508	$625	$902	$1,019	$1,227
6/01/24- 5/31/25	1.080182	$258	$473	$581	$839	$948	$1,141
6/01/23- 5/31/24	1.059295	$239	$437	$538	$777	$878	$1,057
6/01/22- 5/31/23	1.085091	$225	$413	$508	$733	$829	$997
6/01/21- 5/31/22	1.006053	$208	$381	$468	$676	$764	$919
6/01/20- 5/31/21	1.015894	$206	$378	$465	$672	$759	$914
6/01/19- 5/31/20	1.0049	$203	$372	$458	$661	$747	$899
6/01/18- 5/31/19	1.0350	$202	$371	$455	$658	$742	$894
6/01/17- 5/31/18	1.0463	$196	$359	$440	$636	$717	$864
6/01/16- 5/31/17	1.0369	$187	$343	$421	$608	$685	$826
6/01/15- 5/31/16	1.0089	$180	$331	$406	$586	$661	$796
6/01/14- 5/31/15	1.0235	$179	$328	$402	$581	$655	$789
6/01/13- 5/31/14	1.0244	$175	$320	$393	$567	$640	$771
6/01/12- 5/31/13	1.0258	$170	$312	$383	$554	$625	$753
6/01/11- 5/31/12	1.0352	$166	$305	$374	$540	$609	$734
6/01/10- 5/31/11	1.0337	$161	$294	$361	$522	$589	$709
6/01/09- 5/31/10	1.0220	$155	$285	$349	$505	$569	$686
6/01/08- 5/31/09	1.0399	$152	$279	$342	$494	$557	$671
6/01/07-5/31/08	1.0516	$146	$268	$329	$475	$536	$645
6/01/06-5/31/07	1.0256	$139	$255	$313	$452	$509	$614
6/1/05-5/31/06	1.0427	$136	$249	$305	$441	$497	$598
6/1/04-5/31/05	1.0455	$130	$239	$293	$423	$476	$574
6/1/03-6/1/04	1.0507	$124	$228	$280	$405	$456	$549
6/1/02-5/31/03	1.0727	$118	$217	$267	$385	$434	$522
6/1/01-5/31/02	1.0407	$110	$203	$249	$359	$404	$487
6/1/00-5/31/01	1.0529	$106	$195	$239	$345	$388	$468
6/1/99-5/31/00	1.0491	$101	$185	$227	$328	$369	$444
6/1/98-5/31/99	1.0439	$96	$176	$216	$312	$352	$424
6/1/97-5/31/98	1.0419	$92	$169	$207	$299	$337	$406

6/1/96-5/31/97	1.0396	$88	$162	$198	$287	$323	$389
6/1/95-5/31/96	1.032	$85	$155	$191	$276	$311	$375
6/1/94-5/31/95	1.0237	$82	$151	$185	$267	$301	$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g.,DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT C

Carranza v. Volk Enterprises, Inc., et al.
Detailed Time and Task Summary – Jonas Agle

Tasks Performed	Atty Hours Est.	Date range
1. Pre-Filing and Investigation Tasks • Complaint research and research case law and other cases, and research Defendant and its operations and prior litigations. • Research California Secretary of State filings for Defendant. • Conduct factual and legal research into the merits of Plaintiff's claims. • Research similar wage class actions. • Discussing the facts and allegations with Plaintiff, addressing conduct of litigation, time frame for events and initial actions to commence litigation.	5	February 2024
2. Drafting and Filing the Class Action Complaint, Drafting and Sending the LWDA Letter Notice • Draft Class Action Complaint and allegations. • Draft Private Attorneys General Act Notice Letter and correspondence to Labor Workforce Development Agency and re: PAGA Notice and claims and facts and theories and grounds for recovering civil penalties. • Confer and correspond with Plaintiff regarding Class Action Complaint and review and approval of factual allegations and attend to filing.	7	February 2024
3. Initial conferences and correspondence with Defense counsel, Initial scheduling conference, Subsequent conferences • Review case initiation documents and conformed copies and review initial Case Management Conference order and draft notice of CMC. • Conduct multiple conferences with Plaintiff and exchange e-mails regarding experiences as an employee of Defendant and evidencing claims. • Conduct teleconferences and exchange correspondence regarding claims and Defendant's operations and the case and claims. • Draft multiple correspondences to Defense counsel regarding case and conference and appearance and discovery. • Conduct further investigation into the claims, and conferences with Plaintiff regarding same and documents supporting allegations.	8	April 2024 – October 2024
4. Complete Informal Discovery, Mediation Preparation, Conduct Mediation, and further discovery meet and confer • Draft correspondence with Defense counsel and mediator regarding mediation and scheduling. • Complete informal discovery and production of documents and Class Member's data. • Review all production and file documents and policy documents and compile key exhibits and documents for mediation.	24	October 2024 – February 2025

• Confer and correspond with Defense counsel regarding Class Member's data and numbers agreed upon and extrapolated for mediation. • Conduct case law review and research regarding payment of wages, meal, and rest breaks, wage statements, final wages, and PAGA. • Draft mediation brief addressing background and procedure, discovery completed, and each of Plaintiff's claims, and the facts and law supporting them, and research and calculate potential estimated damages and penalties exposure. • Conduct mediation with Lou Marlin. • Complete conferences with Defense counsel regarding Settlement and general terms.		
5. Finalizing Settlement Agreement • Review and revise settlement agreement. • Correspond with Defense Counsel regarding settlement agreement terms and revisions. • Draft LWDA notice letter. • Draft amended complaint.	6	February 2025 – August 2025
6. Motion for Preliminary Approval of Settlement • Review Draft Preliminary Approval Motion • Draft and revise Preliminary Approval Motion and supporting documents. • Review all production and file documents and policy documents. • Complete lodestar cross check and confer and correspond with Defense counsel regarding document drafts and required revision. • Finalize and filing motion for final approval documents, including motion and memorandum and all supporting declarations and proposed order/judgment.	11	November 2025
7. Motion for Final Approval of Settlement • Draft final approval motion and supporting documents. • Complete lodestar cross check and confer and correspond with Defense counsel regarding document drafts and required revision. • Finalize and filing motion for final approval documents, including motion and memorandum and all supporting declarations and proposed order/judgment. • Motion for attorneys' fees and expenses and attending additional hearings. • Also anticipated hours responding to inquiries from Class Members regarding the settlement and checks, drafting declarations to comply with the Court's requirement for a compliance hearing, and attendance at any further hearing.	13	November 2026 – current
TOTAL:	**75 Hrs.**	

EXHIBIT D

[Blank for the purposes of submission to the LWDA, filed copy will include confirmation from this submission]

EXHIBIT E

D.Law

880 E. Broadway
Glendale, CA 91205

(818) 962-6465
(818) 962-6469

February 25, 2025

VIA ON-LINE SUBMISSION ONLY TO:
https://dir.tfaforms.net/128 **(copy by certified mail to all Defendants)**

Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Volk Enterprises, Inc.
1335 Ridgeland Parkway, Suite 120
Alpharetta, GA 30004
Certified Mail Tracking Number: 9414 8112 0620 6435 5702 62

CSC – Lawyers Incorporating Service, Agent for Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833
Certified Mail Tracking Number: 9414 8112 0620 6435 5702 62

Re: Labor Code § 2698, *et seq*. Penalties – PAGA Notice Letter to the LWDA
Rafaela Carranza v. Volk Enterprises, Inc., et al.
Superior Court for the County of Stanislaus

Gentlepersons:

This office represents Plaintiff Rafaela Carranza ("Plaintiff") and other similarly situated aggrieved non-exempt, hourly employees aggrieved employees (collectively "Aggrieved Employees") for violations of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226(b), 226.3, 226.7, 245 *et seq.*, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2698, 2802, 2699, *et seq.* and 2802; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 et seq.

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et. seq.* ("the Act"). Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of herself and all other similarly situated Aggrieved Employees, and the State of California, against Defendants, Volk Enterprises, Inc., and DOES 1 through 50 inclusive (all defendants being referred to herein collectively as "Defendants").

Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along with a copy of Plaintiff's Class Action Complaint, which is attached to this Notice letter. The Complaint was initially filed in Stanislaus County Superior Court on February 23, 2024, and

assigned the local case number CV-24-001479. Plaintiff now wishes to amend the Complaint to add a claim under PAGA. The Complaint allegations and claims are incorporated into this Notice Letter.

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California. The attached Class Action Complaint provides the details of Plaintiff's class-wide claims and claims under the Act, and the applicable California law governing them. It, along with this Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

Relevant Facts

Plaintiff was employed by Defendants as a non-exempt, hourly employee based out of Defendants' location in California. Aggrieved Employees include all non-exempt hourly employees of Defendants within the state of California from February 23, 2023 letter and continuing through the present. Plaintiff and Aggrieved Employees are collectively referred to herein as "Aggrieved Employees." Aggrieved Employees consistently worked at Defendants' behest and under their control and subject to their policies and practices without being paid all wages due. Plaintiff is also informed and believes that there are other Aggrieved Employees employed by Defendants as non-exempt employees within the state of California within the statutory time period who suffer or suffered from the same wage and hour violations outlined below.

Aggrieved Employees consistently worked at Defendants behest without being paid all wages due. Aggrieved Employees were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates. Plaintiff also contends that Defendants failed to pay Aggrieved Employees all wages due and owing, including by requiring off the clock work, failing to incorporate non-discretionary bonuses and/or commissions into the regular rate of pay used to calculate and pay for overtime pay, sick pay, and meal and rest break premiums, failing to provide meal and rest breaks, failing to timely pay wages including final wages, failing to provide accurate wage statements, and failing to maintain accurate records, all in violation of various provisions of the California Labor Code and applicable Wage Orders.

During the course of Aggrieved Employees' employment with Defendants, they were not paid all wages they were owed, including for all work performed resulting in off the clock work. Aggrieved Employees were required to perform pre-shift and post-shift off the clock work which they were not compensated for despite being subject to Defendants' control. For instance, at the beginning of Aggrieved Employees' shifts, they were required to spend several minutes waiting in line to be able to access the time clock and clock in. Moreover, Aggrieved Employees were required to wait in line to access the time clocks after returning from their lunch breaks resulting in further off the clock work.

Defendants also failed to pay Aggrieved Employees all wages due and owing because Defendants failed to incorporate the prevailing wage rate into the regular rate of pay used to

calculate and pay for overtime, double time, sick pay, and meal and rest break premiums. Contrary to the requirements of the Labor Code and IWC Wage Orders under California law, Defendants failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate and pay for overtime, double time, sick pay, and meal and rest break premiums.

By implementing policies, programs, practices, procedures and protocols which resulted in off the clock work, and the failure to incorporate the prevailing wage rate into the regular rate of pay used to calculate and pay for overtime, double time, sick pay, and meal and rest break premiums Defendants' willful actions resulted in the systematic underpayment of wages and overtime pay to Aggrieved Employees. For example, the off the clock work addressed above caused Aggrieved Employees to be paid at their base rate for time worked that should have been paid at the overtime rate.

As a result of the above described requirements to work off the clock and the failure to incorporate the prevailing wage rate into the regular rate of pay used to calculate and pay for overtime, double time, sick pay, and meal and rest break premiums, Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight (8) hours in any given day and/or more than forty (40) hours in any given week. Moreover, the uncompensated time, discussed above, was worked by Aggrieved Employees in excess of 8 hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code and applicable Wage Orders.

Additionally, Defendants failed to provide all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to Aggrieved Employees, as required by the applicable Wage Order and Labor Code. Aggrieved Employees were required to perform work as ordered by Defendants for more than five (5) hours during a shift but were often required to do so without receiving a lawful and timely meal break. In addition to untimely meal periods, Defendants also required Aggrieved Employees to respond to work demands. Defendants placed their needs over Aggrieved Employees' lawful meal and rest breaks and this resulted in Aggrieved Employees often having to work through their scheduled meal and/or rest breaks, or otherwise taking shortened ones, because the demands of the job would not avail them the opportunity to take a lawfully uninterrupted and off duty meal and/or rest break.

On the occasions when Aggrieved Employees worked over 10 hours in a shift, Defendants also failed to provide them with a second, uninterrupted, timely and duty-free meal period. As a result, Defendants' failure to provide Aggrieved Employees with all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods is and will be evidenced by Defendants' business records, or lack thereof. Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective hourly rate of pay, including their earned commission, for each meal period or rest break that Defendants failed to provide or deficiently provided.

Therefore, Defendants have regularly required Aggrieved Employees to work shifts in excess of

five (5) hours without providing them with uninterrupted meal periods of not less than thirty (30) minutes, and shifts in excess of (10) hours without providing them with second meal periods of not less than thirty minutes; nor did Defendants pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective hourly rate of pay, including their earned commission, for each meal period that Defendants failed to provide or deficiently provided.

Aggrieved Employees were also not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks and were not provided with one (1) hour's wages in lieu thereof. To the extent Aggrieved Employees were able to take rest breaks, they were restricted from leaving the premises. Aggrieved Employees were restricted in their ability to take their full ten (10) minutes net rest time or were otherwise not provided with duty-free rest periods. Therefore, Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours; or major fraction thereof, nor did Defendant pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided.

Defendants also consistently failed to issue accurate itemized wage statements as required by Labor Code § 226(a). Specifically, the wage statements did not provide a separate category calculating the total hours worked by Aggrieved Employees. Thus, the wage statements do not comply with Labor Code § 226(a)(2). Additionally, the wage statements given to Aggrieved Employees failed incorporate the prevailing wage rate into the regular rate of pay used to calculate and pay for overtime, double time, sick pay, and meal and rest break premiums. Thus, the wage statements do not provide accurate hourly rates for overtime and the statements do not comply with Labor Code § 226(a)(9). Moreover, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages and overtime because their actual hours worked were under-reported due to off the clock work. Additionally, the wage statements given to Aggrieved Employees failed to accurately account for premium pay for deficiently provided meal periods and rest breaks.

Additionally, Defendants failed to pay Aggrieved Employees all wages owed, as detailed above, at the time of their termination or within seventy-two (72) hours of their resignation, as required under Labor Code § 203. Specifically, Defendants failed to pay Plaintiff for all wages due and certain within seventy-two (72) hours of his resignation and instead waited at least nine days to give Plaintiff his final check. Additionally, Aggrieved Employees were not paid all regular and overtime wages because Defendants failed to pay for all hours worked by requiring off the clock work, and failing to incorporate prevailing wages into the regular rate of pay used to calculate and pay for overtime, double time, sick pay, and meal and rest break premiums. Moreover, Defendants failed to pay premium wages owed for unprovided meal periods and rest periods. Defendants' failure to pay said wages within the required time was willful within the meaning of Labor Code § 203.

Defendants also violated California Labor Code § 246 by not providing all required paid sick days to Plaintiffs and the Aggrieved Employees. Labor Code § 246 provides that an Employee who "works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Defendants failed to provide Plaintiffs and the other similarly Aggrieved Employees with all their required and earned sick days, in violation of Labor Code § 246.

PAGA Claim Details, Legal Bases for Violations and Penalties:
As addressed above and in further detail in the attached Class Action Complaint, Plaintiff and the Aggrieved Employees complain of the following violations committed by Defendants:

Failure to Pay Minimum Wages
Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

In California, employees must be paid at least the then applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H) of the applicable IWC Wage Orders defines "Hours Worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Additionally, pursuant to Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states: "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees and costs of suit."

As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in the absence of a contractually agreed upon one. The underpayment of wages to Aggrieved

Employees is and has been a direct consequence of Defendants' unlawful compensation policies and practices, which applied uniformly to the Aggrieved Employees working at locations and work sites throughout California.

During the course of Aggrieved Employees' employment with Defendants, they were not paid all wages they were owed, including for all work performed resulting in off the clock work. Aggrieved Employees were required to perform pre-shift and post-shift off the clock work which they were not compensated for despite being subject to Defendants' control. Specifically, Aggrieved Employees were required to complete reports on the work they performed during their shifts after clocking out. Additionally, Aggrieved Employees were instructed to clock out for their meal breaks and to continue working thereby resulting in further off the clock work.

Defendants, and each of them, have also intentionally and improperly imposed difficult to attain job and shift scheduling requirements on Plaintiff and the Aggrieved Employees, which resulted in off the clock work and underpayment of all wages owed to Employees over a period of time, while benefiting Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum wages to Plaintiff and the Aggrieved Employees, including by requiring systematic off the clock work. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Aggrieved Employees as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other Aggrieved Employees as to minimum wage pay.

Defendants also failed to pay Aggrieved Employees all wages due and owing because Defendants failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate and pay for overtime, double time, sick pay, and meal and rest break premiums. Contrary to the requirements of the Labor Code and IWC Wage Orders under California law, Defendants failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate and pay for overtime, double time, sick pay, and meal and rest break premiums.

In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful,

intentional and not in good faith. Further, Plaintiff and other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime and double time. Specifically, Defendants had a consistent policy of not paying Employees wages for all hours worked, including hours at their required regular, overtime, and double-time rates, or of miscalculating them by not including all forms of remuneration in the regular rate of compensation. Defendants, and each of them, have intentionally and improperly caused Aggrieved Employees to work off the clock to avoid paying Aggrieved Employees all earned and owed straight time and overtime wages and other benefits.

Defendants also failed to pay Aggrieved Employees all wages due and owing because Defendants failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate and pay for overtime, double time, sick pay, and meal and rest break premiums. Contrary to the requirements of the Labor Code and IWC Wage Orders under California law, Defendants failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate and pay for overtime, double time, sick pay, and meal and rest break premiums.

Defendants have violated Labor Code § 1194 and Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight hours in a workday or in excess of forty hours in any workweek or for the first eight hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve hours in any one day or for hours worked in excess of eight hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked, including by requiring off the clock work as addressed above and by under-reporting actual hours worked. With work shifts generally requiring eight hours or more of work on a given day, this unpaid off the clock work resulted in Aggrieved Employees working past eight hours on a shift or more than forty hours in a week, which required that they be paid at the correct overtime rate of 1.5 times their regular rate.

When considered in combination with the other wage violations addressed above, Aggrieved Employees were not properly compensated, nor were they paid overtime and double time rates for hours worked in excess of eight hours or twelve hours in a given day, and/or forty hours in a given week. Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants have also violated these provisions by requiring Plaintiff and other similarly situated Aggrieved

Employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties.

In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Meal-Period Liability Under Labor Code §§ 226.7 and 512 and Penalties

Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with uninterrupted meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, Aggrieved Employees were forced to incur shortened meal periods, were provided with breaks late and well after the fifth hour of work, could not be relieved to take breaks, or were required to remain on-duty at all times and were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks.

On the occasions when Aggrieved Employees were provided with a meal period, it was often untimely or interrupted by having to respond to work demands or remain under Defendant's control, in violation of the Labor Code and applicable Wage Orders. On shifts over ten hours, second meal periods were not provided. Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided, including by miscalculating any premium payments they did make. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions. Defendants also miscalculated the rate at which they paid any meal period or rest period premiums when Defendant did attempt to pay them, resulting in further violations of section 226.7.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558,

including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Rest-Break Liability Under Labor Code § 226.7 and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Defendants provided rest periods untimely or for shortened durations, and Defendants' policies and procedures required Aggrieved Employees to remain under Defendants' control during breaks to respond to job requirements.

Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided, or miscalculated any premiums paid. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each rest period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Issue Accurate and Itemized Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each employee with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide accurate itemized wage statements in writing, as required by the Labor Code and paragraph 7 of the applicable IWC Wage Orders. Any wage statements given to Employees by Defendants necessarily failed to accurately account for wages, overtime, and premium pay, including by failing to pay for all hours worked, failure to pay for all overtime hours worked or at the correct rate of pay and for providing deficient meal periods and rest breaks, all of which Defendants knew or reasonably should have known were owed to the Employees, as alleged above.

In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code §226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, …"

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., and failing to provide them with checks and wage statements, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders.

Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday, or miscalculated these premiums by not including all forms of remuneration in the regular rate, as addressed above. Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204. Additionally, by not providing wage statements as required under section 204, Defendants systematically violated Labor Code § 204 and § 226.

Given the above described off the clock work and deductions from hours worked perpetrated by Defendants' management, Plaintiff was not paid at the correct overtime rate for all hours he worked after eight hours into a shift or over forty in a work week and that he was not paid all

double time owed either. Defendants' uniformly applied payroll policies and practices thus resulted in further systematic and ongoing violations of the requirements of Labor Code § 204.

In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties, interest, fees and costs pursuant to Labor Code §§ 201.3, 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, by requiring off the clock work, by not providing proper meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, double time, premium pay, etc., and by not recording meal period start and end times, all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination of within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Provide Paid Sick Days and Pay at the Regular Rate of Pay

Defendants violated California Labor Code § 246 by not providing all required paid sick days to Plaintiffs and the Aggrieved Employees and failing to pay sick pay at the regular rate of pay. Labor Code § 246 provides that an Employee who "works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Defendants failed to provide Plaintiffs and the other similarly Aggrieved Employees with all their required and earned sick days, in violation of Labor Code § 246. Plaintiffs accordingly seek all relief available for Defendants' failure to provide Aggrieved Employees with all their required and earned sick days in violation of Labor Code §§ 246, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Unfair Competition Under Business and Professions Code § 17200, *et seq.*

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Plaintiff and Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 *et seq*.

Plaintiff's PAGA Claim under Labor Code § 2698 *et seq*. and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the attached Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: §§ 201, 202, 203, 204, 210, 226, 226(b), 226.3, 226.7, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2698, 2699, *et seq.* and 2802, including as follows:

(a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide Plaintiff and the Aggrieved Employees with wage statements or with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code §226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, …";

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Failure to Reimburse Business Expenses: For Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(f) Day's Rest in Seven: For Defendants' failure to provide one day's rest in seven under Labor Code §§ 551 and 552, and Sections 3 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 551, 552, and 558, and 2699(f)(2) and paragraph 3 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(g) All Alleged Violations of the IWC Wage Orders: For any above addressed violation of the applicable provisions of the IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

We have been constrained to initially move forward with the filing of this Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against Volk Enterprises, Inc., and any other named Defendants and joint employers. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

Wherefore we request that you advise us, by certified mail within sixty days of the postmark on this letter, whether you intend to proceed with these claims or whether Plaintiff and the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended Complaint.

Regards,

DAVID YEREMIAN & ASSOCIATES, INC.

David Yeremian

Cc: Volk Enterprises, Inc., by Certified Mail

EXHIBIT F

Carranza v. Volk Enterprises, Inc. - Litigation Costs

Expense Date	Memo	Amount Paid	Provider: Name
12/6/2023	PRR Shipping	$7.79	United States Postal Service
2/27/2024	Summons & Complaint	$1,493.24	Proceed
3/1/2024	Process of Service - Volk Enterprises, Inc	$87.55	Proceed
3/12/2024	Notice of Posting Jury Fees	$169.69	Proceed
6/11/2024	Case Management Statement	$15.19	Proceed
9/30/2024	Notice of Change of Addresss	$15.19	Proceed
10/7/2024	Case Management Statement	$15.19	Proceed
12/10/2024	Notice of Unavailability	$15.19	Proceed
2/25/2025	LWDA PAGA Submission	$75.00	LWDA
3/23/2025	Expert Mediation Analysis	$5,760.00	Berger Consulting Group
4/1/2025	Case Management Conference Statement	$16.69	Proceed
4/11/2025	Remote Appearance Fee	$37.35	Superior Court Of Ca, County Of Stanislaus
4/11/2025	Mediation Invoice	$5,000.00	Employment Mediation Corporation
10/13/2025	Statement regarding Dismissal	$17.53	Proceed
11/17/2025	Stipulation and Order regarding Leave to File Amended Complaint	$38.23	Proceed
11/18/2025	First Amended Complaint	$17.53	Proceed
1/27/2026	Motion for Preliminary Approval (rejected)	$11.39	Proceed
1/29/2026	Motion for Preliminary Approval (resubmitted)	$110.68	Proceed
3/10/2026	Notice of Change of Address	$17.53	Proceed
5/26/2026	Remote Appearance Fee (06.03.26)	$74.70	Superior Court Of Ca, County Of Stanislaus
6/12/2026	Order Granting Motion for Preliminary Approval	$17.53	Proceed
11/13/26	Motion for Final Approval	$110.68	Proceed
XX/XX/26	Remote Appearance Fee (12.11.26)	$37.35	Proceed
XX/XX/26	Entry of Order	$17.53	Proceed
XX/XX/26	Declaration of Administrator	$17.53	Proceed

TOTAL: $13,196.28