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7
8 **SUPERIOR COURT OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF ORANGE**

10 ADAN SERRRANO, on behalf of the State
11 of California, and others similarly situated
12 and aggrieved,

13 Plaintiff,

14 v.

15 PORTERMATT ELECTRIC, INC., a
16 California Corporation; and DOES 1-
17 100, inclusive and DOES 1-100,
inclusive,

18 Defendants.
19

Case No.: 30-2025-01480077-CU-OE-CX

Assigned for all purposes to
Hon. Layne H. Melzer
Dept. CX102

DECLARATION OF BRANDON
BROUILLETTE IN SUPPORT OF MOTION
FOR APPROVAL OF SETTLEMENT UNDER
PRIVATE ATTORNEYS GENERAL ACT

Date: September 17, 2026
Time: 2:00 p.m.
Dept.: CX-102

Reservation No: 74869842

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1 wages due on separation of employment. Plaintiff filed the matter on behalf of imrself and on
2 behalf of the Aggrieved Employees defined to include all individuals employed by PorterMatt as
3 non-exempt employees in California during the relevant PAGA time frame.

4 6. After the matter was at issue the Parties began meeting and conferring on case
5 management, potential discovery, and law and motion issues, and eventually agreed to attempt
6 early mediation. They also agreed to and did informally exchange information to permit both
7 sides to evaluate Plaintiff's allegations. Through this informal discovery, Defendant provided
8 Plaintiff with information including, inter alia, Plaintiff's personnel file, the number of potential
9 Aggrieved Employees, the number of aggregate pay periods, pay stubs and time records for a
10 sampling of the Aggrieved Employees, and relevant policy documents regarding Defendant's
11 time keeping and reporting policies and meal and rest break policies, among other pertinent
12 materials.

13 7. On January 26, 2026, the Parties mediated the case with Gail Glick, Esq., a
14 respected professional neutral with extensive class action/wage and hour experience. Before and
15 during the mediation, Plaintiff and his counsel analyzed, researched, and investigated the
16 potential issues, including matters related to the calculation of penalties, trial, and appellate issues
17 and risks. During mediation, the Parties vigorously debated the likelihood of Plaintiff's ability to
18 proceed on a representative basis as to the PAGA claims, the legal grounds for Plaintiff's claims
19 and Defendant's defenses, and the Parties' data analyses and conclusions based on data provided
20 by Defendant. After a contentious day of negotiations, the Parties reached agreement and
21 subsequently formalized their tentative settlement in the Settlement Agreement now before the
22 Court for approval.

23 **SUMMARY OF SETTLEMENT TERMS**

24 8. Under the settlement, Defendant will pay a non-reversionary settlement amount of
25 \$240,000 (the "Gross Settlement Amount" or "GSA"). The GSA is inclusive of payments to the
26 LWDA and Aggrieved Employees, costs of settlement administration (estimated at no more than
27 \$4,248.00), and reasonable attorney's fees and costs. My office is requesting 35% of the GSA
28 (\$84,000.00) in fees and costs of \$18,438.15. Plaintiff entered into as separate and confidential

1 individual settlement and does not request a service award. After payment of settlement
2 administration costs, and reasonable attorney's fees and costs from the GSA, Plaintiff presently
3 estimates about \$133,313.85 will remain (the "Net Settlement Amount" or "NSA"). Sixty-five
4 percent of the NSA (about \$86,654.00) will go to the LWDA, and the remaining 35% (about
5 \$46,659.85) will be distributed to the Aggrieved Employees in proportion to the total number of
6 Pay Periods each individual worked during the PAGA Period of February 25, 2024, through April
7 27, 2026. I estimate the average award at about \$150 per individual, and that awards will range
8 from about \$2.83 to \$320. I estimate Plaintiff's individual award will be about \$124, in addition to
9 his confidential individual settlement, which is being lodged herewith for review by the Court.

10 9. The Parties propose using Simpluris, Inc. ("Simpluris") as the Settlement
11 Administrator. Simpluris has extensive experience administering PAGA settlements and has
12 agreed to cap its fees at \$4,248.00. PorterMatt will fund the GSA within 35 days after the
13 Effective Date, and within 14 days of funding Simpluris will mail a Notice and settlement check
14 to all Aggrieved Employees via regular First-Class U.S. Mail, using the most current, known
15 mailing addresses identified in PorterMatt's records. Aggrieved Employees need not submit claim
16 forms and will automatically receive a Notice and settlement check. Settlement checks will be
17 negotiable for 180 days, after which time any unclaimed residual funds will be forwarded to the
18 California State Controller's Unclaimed Property Fund, subject to Court approval.

19 10. The California Supreme Court has explained that a judgment in "a representative
20 action brought by an aggrieved employee under the Labor Code Private Attorneys General Act of
21 2004 . . . is binding not only on the named employee plaintiff but also on government agencies
22 and any aggrieved employee not a party to the proceeding." Arias v. Superior Court (2009) 46
23 Cal.4th 969, 985-86. Accordingly, the release in the Settlement Agreement narrowly releases only
24 civil penalty claims brought under PAGA. Under Arias, the order the Parties request the Court
25 enter is intended to be "binding not only on the named employee plaintiff but also on government
26 agencies and any aggrieved employee not a party to the proceeding." The Settlement Agreement
27 protects the rights of the Aggrieved Employees to bring their own individual claims should they
28 wish. For these reasons, the Parties contend the release narrowly applies only to the PAGA claims

1 alleged, and the Settlement Agreement specifically provides the Release is inapplicable to any
2 claims other than those brought under PAGA.

3 **NATURE OF THE ALLEGED VIOLATIONS**

4 11. Plaintiff first alleged Defendant failed to pay all wages due and that the Aggrieved
5 Employees worked "off the clock." Here Plaintiff claims PorterMatt required employees to clock
6 in at their jobsites at the beginning of their scheduled shifts but also required them to transport
7 tools and equipment from their personal vehicles at offsite parking locations to the job site before
8 clocking in. According to Plaintiff, this could take up to 15 minutes per shift and was not
9 recorded or counted as compensable time.

10 12. Plaintiff alleges PorterMatt failed to pay for all overtime wages due and owing.
11 First, Plaintiff claims review of Defendant's time and pay records suggest that in many instances
12 Defendant simply did not pay overtime premiums even when employee time records included
13 overtime. In other words, per Plaintiff, even when its own time records show an employee
14 worked over 8 hours in a shift, or over 40 hours in a week, such time was paid at the base hourly
15 rate rather than at the overtime rate. Plaintiff further alleges Aggrieved Employees were paid
16 additional non-discretionary compensation using the pay codes On Call Amt, Per Diem Amt,
17 FIELD BONUS Amt, Cash Fringe Amt, PAY - PER DIEM, PAY - ON CALL, and PAY - CLB,
18 that Defendant failed to properly incorporated into the regular rates of pay for purposes of
19 calculating overtime and sick pay.

20 13. Plaintiff next alleges that Defendant had a policy and practice of failing to provide
21 compliant meal periods. Plaintiff alleges he and other Aggrieved Employees regularly suffered
22 these violations directly by getting meal breaks late, having them cut short, missing first meal
23 breaks entirely, and not being provided with second meal breaks. Plaintiff also claims Defendant
24 required employees, including Plaintiff, to "waive" their second meal periods when they worked
25 shifts over 10 hours even though there was no mechanism in place for employees to revoke this
26 waiver and that Defendant's expectation was that employees only received a single meal break for
27 shifts lasting from 10-12 hours. Per Plaintiff, analysis of the time records corroborate this theory
28 and suggest there were numerous "de facto" violations for missed, short and untimely meal breaks

1 as well as the absence of second meal breaks on shifts over 10 hours.

2 14. On the expense reimbursement claim, Plaintiff contends employees had to use
3 personal cell phones, and that employees regularly were required to use their personal phones
4 while working to respond to phone calls and text messages from supervisors for work-related
5 purposes. An employer must reimburse employees for use of personal devices, and if the
6 employee has an unlimited monthly plan, then the employer must reimburse an amount that
7 equates to the employee's percentage of use for work. Additionally, Plaintiff alleged employees
8 traveled between job sites using their personal vehicles during the workday but were not
9 reimbursed for mileage and other expenses. An employer must reimburse employees for vehicle
10 expenses that they necessarily incur in performing their employment tasks.

11 15. Plaintiff also brings claims derivative of the foregoing claims, including a
12 derivative wage statement claim based on the failure to pay all wages due, and a claim for failure
13 to pay all wages due and owing upon separation of employment under Labor Code §§ 201-203.

14 16. Finally, although Plaintiff's complaint alleges claims for rest break violations, no
15 information came to light supporting those claims. More specifically, the evidence suggested
16 PorterMatt tracked and paid for hours worked to the minute, accurately accounted and paid for
17 overtime hours at the required premium rates, and there were no apparent violations that
18 potentially could be resolved on a representative basis. Accordingly, these claims were given no
19 weight for settlement purposes.

20 **NUMBER OF ALLEGED VIOLATIONS AND POTENTIAL PENALTIES**

21 17. For mediation, PorterMatt indicated it employed approximately 311 non-exempt
22 employees in California during the relevant time frame, and these individuals worked
23 approximately 16,456 pay periods during that time. Based on the data provided by Defendant,
24 Plaintiff estimated Defendant's maximum PAGA exposure at approximately \$5,501,900,
25 including approximately \$1,645,600 on unpaid wage/off the clock claims, \$371,100 on
26 unpaid/underpaid overtime claims; \$176,100 on the meal break claims, \$1,645,600 on the
27 expense reimbursement claims, about \$1,645,600 on the derivative claims for wage statement
28 violations and \$17,900 for failing to timely pay wages on separation of employment.

1 18. We estimated these amounts as follows:

2 **Unpaid Wages/Off the Clock**

3 16,456 pay periods * 100% violation rate * \$100/violation = \$1,645,600

4 **Unpaid Overtime**

5 16,456 pay periods * 4.4% violation rate * \$100/violation = \$73,400

6 **Unpaid Overtime/Regular Rate**

7 16,456 pay periods * 18.1% violation rate * \$100/violation = \$297,700

8 **Meal Violations**

9 16,456 pay periods * 10.7% violation rate * \$100/violation = \$176,100

10 **Expense Reimbursement**

11 16,456 pay periods * 100% violation rate * \$100/violation = \$1,645,600

12 **Wage Statement Violations**

13 16,456 pay periods * 100% violation rate * \$100/violation = \$1,645,600

14 **Final Wage Violations**

15 179 former employees * 1 violation/employee * \$100/violation = \$17,900

16 **THE SETTLEMENT MEETS THE KULLAR FACTORS, INCLUDING THE**
17 **STRENGTH OF PLAINTIFF'S CASE, THE DISCOVERY PERFORMED, AND**
 AMOUNT OFFERED IN SETTLEMENT

18 19. On the unpaid and underpaid overtime wage claims, Defendant emphasized its
19 timekeeping and payroll policies are fully compliant with California law, and that it captured and
20 paid for all hours worked by its employees. Defendant further noted its policies strictly prohibited
21 any off the clock work. Per Defendant any time spent getting from parking to the job site, even if
22 carrying tools or equipment, was part of the employees' commute rather than compensable work
23 time. Defendant also argued employees were not subject to employer control at that point and
24 remained free to get a cup of coffee, make personal calls, etc. so long as they arrived at the job
25 site on time and ready to work. On the unpaid overtime issues, Defendant again pointed to its
26 compliant time and payroll policies and argued many of the pay codes at issue did need to
27 included in a regular rate calculation as they related to discretionary payments or expense
28 reimbursement rather than intended as additional compensation.

1 20. On Plaintiff's meal break claims, PorterMatt offered multiple defenses. First, it
2 emphasized it authorized and permitted all necessary breaks, and that employees received full
3 uninterrupted lunch periods as reflected in the time records. Defendant further maintained that, in
4 light of its compliant policies, whether a class member missed a meal period, received a late meal
5 period, or missed a rest break would have been aberrational and against company policy. Thus,
6 per Defendant, these issues are not amenable to representative treatment since their resolution
7 would require individualized inquiries as to why a break was missed or non-compliant. Defendant
8 further argued that its meal break waivers were valid and enforceable, and that employees
9 voluntarily and effectively waived their right to a second meal period on shifts of 10-12 hours.

10 21. For Plaintiff's expense reimbursement claim, PorterMatt emphasized its written
11 policies prohibited employees from using their own phones while on the clock and working, and
12 there would be no need for employees to use their personal phones to communicate with
13 supervisors at the job site. Per PorterMatt, any use of personal cell phones would have been
14 purely for personal convenience and not reimbursable as a "necessary" business expense.
15 Similarly, Defendant argued it would be very unusual for an employee to work at more than
16 one job site in a given shift and there would be few if any instances requiring mileage
17 reimbursement for that alleged reason.

18 22. On the alleged derivative violations of Labor Code § 226 (wage statement
19 violations) and §§ 201-203 (waiting time penalties), both claims, since they are entirely
20 derivative, will rise or fall along with the primary claims, in addition to being subject to "good
21 faith" and other defenses available to Defendant. Accordingly, Plaintiff had to discount the value
22 of these claims significantly in light of these multiple potential defenses. Defendant also
23 contended a substantial discount should be applied to the civil penalties for these derivative (i.e.,
24 "stacked") violations, as it would be unfair to penalize Defendant multiple times for the same
25 violation.

26 23. Defendant also emphasized PAGA gives the Court wide latitude to reduce the
27 amount of civil penalties "based on the facts and circumstances of a particular case" if "to do
28 otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." I am

1 aware of numerous state and federal courts in California that have imposed significant reductions
2 on PAGA penalties awarded after a decision on the merits, and we accounted for this probability
3 in evaluating the settlement.

4 24. Thus, Defendant raised various and multi-layered defenses to each of Plaintiff's
5 claims, any one of which, if successful, could have derailed Plaintiff's case. And Defendant
6 vowed to raise all these defenses at trial. Accordingly, Plaintiff faced risky issues going forward
7 with litigation, and it could have taken years to realize any recovery in this action along with the
8 possibility of post-trial appeals. In addition to its merits defenses and arguing trial would be
9 unmanageable, Defendant also intended to raise additional defenses on damages, including the
10 proper measure of civil penalties and the appropriate discount to place on any assessment of such
11 penalties.

12 25. Although Plaintiff and I believe we could have prevailed, there was no such
13 guarantee. When the risks of overcoming a manageability defense, prevailing at trial on the merits
14 on all claims, securing the maximum theoretical civil penalties, and appellate risks all are factored
15 into the equation, the settlement value is reasonable and supported. Of course, to recover
16 anywhere near the maximum penalties Plaintiff would have to shoot the moon and win both
17 liability and secure maximum penalties on all claims for every single pay period at issue, which,
18 for the reasons discussed, is unlikely. Given Defendant's various procedural and merits defenses,
19 as well as the substantial penalty reductions ordered in the cases above – which occurred after
20 trial – the proposed settlement is reasonable.

21 **SUBMISSION TO THE LWDA**

22 26. My office timely served the LWDA with the Settlement Agreement and this
23 Motion, and notified the LWDA of this approval hearing. Accordingly, the LWDA will be able to
24 weigh in as necessary and, importantly, many courts find it persuasive of approval if the LWDA
25 ultimately declines to offer any comment or objection to a proposed PAGA settlement.

26 **THE REQUESTED FEES AND COSTS ARE FAIR AND REASONABLE**

27 27. Under the terms of the Settlement Agreement, I respectfully request an award of
28 attorney's fees to my office equal to 35% of the total settlement amount, or \$84,000. A

1 percentage award from a common fund is consistent with what courts have awarded Plaintiff's
2 counsel in other representative actions, and is favored by California courts when a fund
3 established for the common benefit of others is involved, such as here.

4 28. There are several additional factors why I believe that the Court should award one-
5 third of the common fund as a reasonable attorney's fee. First, our efforts resulted in a common
6 fund settlement amount of \$240,000.00, which for the reasons explained, is fair and reasonable in
7 light of the risks/defenses Defendant raised in litigation and threatened to raise at trial and in post-
8 trial appeals. Further, this is a significant sum that furthers the purposes underlying PAGA such
9 as augmenting the state's enforcement capabilities, encouraging compliance with Labor Code
10 provisions, and deterring future non-compliance. Moreover, this result was achieved by the work
11 and success of this office, who negotiated the settlement after extensive preparation, informal
12 discovery, and an adversarial mediation.

13 29. Second, Plaintiff faced significant risks going forward with the litigation. As
14 discussed above, Defendant raised various defenses to his claims, any one of which, if successful,
15 could have decimated Plaintiff's case. Plaintiff faced risky legal issues going forward with this
16 litigation, and it would have taken several more years to realize any recovery in this action along
17 with the possibility of post-trial appeals,

18 30. Third, we are experienced class and representative action litigators, and have
19 achieved several approved PAGA settlements. This experience and expertise, combined with the
20 high quality of work performed, resulted in the settlement achieved in this case.

21 31. Zach Crosner is a 2010 graduate of University San Diego School of Law and he
22 has approximately thirteen years of experience as a practicing attorney. For nearly his entire
23 career, his practice has focused on litigation of wage & hour, consumer, and privacy class action
24 and representative action claims. Following graduation he immediately began working for a
25 nationally recognized plaintiff's complex litigation firm, CaseyGerry, where he worked directly
26 with past presidents of the consumer attorneys and recipients of trial attorneys of the year awards.
27 He also worked for other firms that included former CAALA and CLAY trial attorney of the year
28 recipients. While with these firms, he advocated for the rights of consumers and employees in

1 class action litigation, civil rights and employment litigation, catastrophic injuries, insurance bad
2 faith and appellate litigation.

3 32. In 2013, he founded the law firm of Crosner Legal, P.C. which since its inception
4 has focused almost exclusively on plaintiff-side class actions lawsuits representing employees,
5 consumers and other victims. Currently, over ninety percent (95%) of his practice is dedicated
6 exclusively to the prosecution of class actions and representative action lawsuits, and his law
7 firm is currently responsible as lead counsel or co-lead counsel for prosecuting over one
8 hundred (100) active wage and hour class actions and/or PAGA representative actions, as well
9 as a multitude of consumer and privacy class actions, in both federal and state courts throughout
10 California. He has been a direct participant in over one hundred (100) class action and/or
11 representative action settlements where he has been approved as adequate lead counsel.

12 33. Mr. Crosner has been selected by Super Lawyers as a “Southern California
13 Rising Star” for employment and labor law consecutively from 2018 through 2023. Super
14 Lawyers has also named me on their “Up-and-Coming 100” Southern California Rising Stars
15 List for consecutive years from 2021 through 2023. Only 2.5% of lawyers within California are
16 named a Super Lawyer Rising Star and even less are added to their Top Lists. Additionally, he
17 has been selected as a Top 40 Under 40 Civil Plaintiff Attorney by the National Trial Lawyers,
18 invitation-only organization composed of the premier trial lawyers, from 2019 through 2023.
19 He is an active participant in advocacy groups, including as an executive board member of the
20 Wage and Hour Committee and the Legislative Committee for the California Employment
21 Lawyers Association; a member of the Grassroots Advocacy Team for the National
22 Employment Lawyers Association; Wage and Hour Committee member and Class Action
23 Committee member for the National Trial Lawyers; a member of the American Association for
24 Justice; and a member of the Pound Civil Justice Institute.

25 34. I am a partner at Crosner Legal and a 2009 graduate of Loyola Law School, Los
26 Angeles. Prior to attending law school, I attended the University of Southern California and
27 received a *bachelors of science* in Business Administration in 2006. I have been a Partner at
28 Crosner Legal since February 1, 2023. Prior to joining Crosner Legal, I was a Senior Associate

1 and Team Director of a Wage and Hour Litigation Team at Capstone Law APC, which I
2 originally joined as an associate attorney in May 2016.

3 35. Since being admitted to the California State Bar in 2010, my entire legal career has
4 been dedicated to protecting employee and consumer rights through the prosecution of class
5 action and representative actions filed on behalf of plaintiffs in class actions and statewide
6 representative actions. Throughout my career I have managed or co-managed more than 100 class
7 action and PAGA representative cases, from initial filing of the complaint through final
8 resolution. In particular, I served as class counsel in several certified class action cases,
9 including:

- 10 a. *Party City Wage and Hour Cases*, JCCP4781 (class counsel for certified class of
11 non-exempt hourly employees who worked for Defendants in California)
- 12 b. *Lewis v. Express Messenger Systems*, Los Angeles Superior Court Case No.
13 BC501521 (class counsel for certified class of last-mile delivery drivers who were
14 alleged to be misclassified as independent contractors)
- 15 c. *Ramirez-Vivar v. Grifols Diagnostic Solutions, Inc., et al.*, Alameda County
16 Superior Court, Case No. RG21099519 (class counsel for certified classes of non-
17 exempt hourly employees who worked for Defendants in California)
- 18 d. *Jones v. LA Live*, Los Angeles County Case No. BC687908 (class counsel for
19 certified issue classes consisting of hourly employees who worked at Staples Center
20 and Nokia Theater)

21 36. I have been selected as a Super Lawyers 'Rising Star' every year since 2016
22 through 2022, which is a recognition that is provided to only 2.5% of active lawyers practicing
23 within the State of California.

24 37. The following is a representative sample of settlements in wage and hour
25 class action and PAGA representative cases in which I was listed as an attorney of record and
26 either managed, or co-managed with attorneys at my firm and other co-counsel:

- 27 e. *Cruz v. Walmart*, Los Angeles County Super. Ct. Case No. 18STCV03128 (\$15
28 million global PAGA settlement on behalf of hourly employees statewide for alleged

Labor Code violations.)

- f. *Vorise v. 24 Hour Fitness USA, Inc.*, Contra Costa County Super. Ct., Case No. C 15-02051 (\$11 million global PAGA settlement on behalf of over 36,000 employees for Labor Code violations.)
- g. *Gross v. Sodexo*, Kern County Super Ct., Case No. BCV-18-101746 Capstone (\$4.75 million class and PAGA settlement on behalf of class of non-hourly employees for Labor Code violations.)
- h. *Campbell v. AEG* (\$1.8M class and PAGA settlement on behalf of group of hourly employees who worked at concert venues in California for alleged Labor Code violations)
- i. *Fiebelkorn v. AEG*, et al. Los Angeles Superior Court Case No. BC717337 (\$1.75M class settlement on behalf of group of hourly employees who worked at Oakland Coliseum for alleged Labor Code violations)
- j. *Amaro v. Anaheim Arena Management*, Orange County Superior Court Case No. 30-2017-00917542 (\$2,212,500 class and PAGA settlement on behalf of group of hourly employees who worked at Honda center in Anaheim California for alleged Labor Code violations)
- k. *Espindola v. Panda Express*, San Bernardino Superior Court Case No. CIVDS1931455 (\$3.125M class and PAGA settlement on behalf of hourly employees statewide for alleged Labor Code violations)
- l. *Gold v. Benihana*, San Diego Court Superior Court Case No. 37-2016-00022320-CU-OE-NC (\$2.25M class and PAGA settlement on behalf of hourly employees statewide for alleged Labor Code violations)
- m. *Party City Wage and Hour Cases*, JCCP4781 (\$6.5M class and PAGA settlement on behalf of hourly employees statewide for alleged Labor Code violations)
- n. *Lewis v. Express Messenger Systems*, Los Angeles County Super Court Case No. BC501521 (\$10.5M class and PAGA settlement on behalf of a statewide group of independent contractor last-mile delivery drivers alleged to be misclassified)

- 1 o. *Flores v. Tesla*, Alameda County Superior Court Case No. RG18907072 (\$4M
2 class and PAGA settlement on behalf of statewide group of hourly employees for
3 alleged Labor Code violations)
- 4 p. *Ruiz v. Disney Stores*, San Bernardino Superior Court Case No. CIVDS2016983
5 (\$2M class and PAGA settlement on behalf of statewide group of hourly employees
6 who worked at retail stores in California for alleged Labor Code violations)
- 7 q. *Ramirez v. Yin Management*, Sacramento County Superior Court Case No. 34-
8 2021-00301530 (\$1.8M class and PAGA settlement on behalf of statewide group of
9 hourly employees who worked at Defendant's McDonald's franchises in California for
10 alleged Labor Code violations).
- 11 r. *Suhartono v. RRG Besh*, Los Angeles County Superior Court Case No.
12 19STCV22184 (\$2.25 class and PAGA settlement on behalf of statewide group of
13 hourly employees who worked at Defendant's McDonald's franchises in California for
14 alleged Labor Code violations).
- 15 s. *Gomes v. Kura Sushi*, Los Angeles County Superior Court Case No.
16 19STCV18977 (\$1.75M class and PAGA settlement on behalf of statewide group of
17 hourly employees who worked at Defendant's restaurants in California for alleged
18 Labor Code violations)
- 19 t. *Saldana v. Hydrochem*, Contra Costa Superior Court Case No. CIVMSC19-02624
20 (\$1.38M class and PAGA settlement on behalf of statewide group of hourly
21 employees for alleged Labor Code violations).

22 38. Chad Saunders is a former partner with Crosner Legal, and he has more than 10
23 years' experience handling plaintiff-side employment class actions and individual cases,
24 including wage and hour disputes and discrimination claims. Before and during his time with
25 Crosner Legal his practice focused on class and collective actions as well advocating on behalf
26 of employees who have not been provided with reasonable accommodations for their mental
27 and physical disabilities. He received his J.D. from New College of California School of Law in
28 2008, and a B.A. in Philosophy from the University of Maryland Baltimore County in 2001.

1 39. Kiara Bramasco received her undergraduate degree, magna cum laude, from
2 Loyola Marymount University in Political Science, and then received her JD from Loyola Law
3 School in 2018. She then spent several years with well-known plaintiff's firm Moss Bollinger,
4 first as a law clerk and then as an associate, where her practice focused on employment law,
5 particularly wage and hour class action and PAGA litigation. She joined Crosner Legal in 2021
6 and is head of the Firm's Pre-Litigation Department.

7 40. Branden Hamilton obtained her undergraduate degree from UCLA in 2004, and
8 her law degree from George Washington University in 2007. She has been affiliated with Crosner
9 Legal since 2017 and became Of Counsel with the firm in 2019. Her practice focuses almost
10 exclusively on wage and hour class and representative actions, principally in the firm's Pre-
11 Litigation Department. She has spent her entire career representing plaintiffs in employment
12 litigation, including several years as an associate at well-known plaintiff's firm Carlin &
13 Buchsbaum.

14 41. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class
15 action settlements while serving as lead class counsel in recent years, including but not limited to
16 a \$1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America,*
17 *Inc.*, Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a \$4.1 million wage and hour class action
18 settlement in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252
19 (Sacramento Cty. Super Ct.)); a \$1.35 million wage and hour class action settlement in 2017
20 (*Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)), a
21 \$1.8 million wage and hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises, Inc.*
22 *dba American Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a \$1.3 million wage and
23 hour class action settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-2160
24 JGB (C.D. Cal.)), a \$1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v.*
25 *Wyndham Vacation Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.)), a
26 \$1.15 million wage and hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*,
27 Case No. 4:18-CV-04864-YGR (N.D.Cal.)); a \$7.25 million wage and hour class action
28 settlement in 2020 in *Avina, et al. v. First Alarm Security & Patrol, Inc.*, Case No. 18CV323753

(Santa Clara Cty. Super Ct.); a \$2.2 million wage and hour class action settlement in 2021 (*Ghorchian, et al. v. West Hills Hospital, et al.*, Case No. LS029737 (Los Angeles Cty. Super. Ct.)); a \$2.85 million dollar wage and hour settlement in 2021 (*Valencia v. The Original Mowbray's Tree Service, Inc.*, Case No. CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a \$1 million wage and hour class action settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No. 21CV382467 (Santa Clara Cty. Super. Ct.)), a \$1.4 million wage and hour class action settlement in 2023 in *Correa, et al. v. FedEx Supply Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino Cty. Super. Ct.), a \$2.38 million wage and hour class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*, Case No. 21STCV00925 (Los Angeles Cty. Super. Ct.); a \$2.5 million wage and hour class action settlement in 2023 in *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino Cty. Super. Ct.); \$1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo Autism Therapy*, Case No. CGC-21-596378 (San Francisco Cty. Super. Ct.); and a \$1.15 million wage and hour PAGA settlement in 2023 in *Vaughn v. Public Health Foundation Enters., Inc.*, Case No. 21STCV18512 (Los Angeles Cty. Super. Ct.); a \$1.5 million wage and hour class action settlement in *McKinnie v. Iron Mountain*, Case No. 21STCV05707 (Los Angeles Cty. Super. Court); a \$1.3 million wage and hour class action settlement in *Ellsworth, et al. v. Hallcon*, Case No. 20STCV06618 (Los Angeles Cty. Super. Court); a \$1.925 million wage and hour class settlement in 224 in *Lo v. Cyberpower, Inc.*, Case No. 21STCV31479 (Los Angeles Cty. Super. Ct.); a \$1.19 million dollar wage and hour class action settlement in 2024 in *Herrera v. Signature Flight Support LLC*, Case No. 22STCV18367 (Los Angeles Cty. Super. Ct.); a \$2.65 million wage and hour class action settlement in 2024 in *Shilevinatz v. Airport Terminal Services*, Case No. CIVSB2229072 (San Bernardino Cty. Super Ct.) and a \$1 million wage and hour class action settlement in 2025 in *Hernandez v YZER, LLC*, Case No. 23CV025345 (Alameda Cty. Superior Ct).

42. Based upon the qualifications and experience set forth above, the following hourly rates are reasonable for attorneys practicing in this area of the law in California: Zachary M. Crosner \$850/hour and Brandon Brouillette, \$850/hour, Chad Saunders \$800/hour; Kiara Bramasco \$650/hour and Branden Hamilton \$650/hour.

1 43. I request the Court apply the above hourly billing rates in this case, as it reasonable
2 in the California legal market for attorneys handling wage and hour class and PAGA actions. I
3 have personal knowledge of the hourly rates charged by a number of plaintiff-side wage and hour
4 class action firms in major California legal markets for partner-level attorneys with experience
5 comparable to mine. These rates have ranged from \$750 to \$900 per hour for calendar years
6 2018-2023. Some examples include attorney Ron Makarem of Makarem & Associates in Los
7 Angeles, with 28 years of experience, \$900/hour (2023), Matthew Matern of Matern Law Group
8 in Los Angeles, with approximately 26 years of experience \$850/hour (2018); Craig Ackermann
9 of Ackermann & Tilajef, PC in Los Angeles with approximately 25 years of experience
10 \$850/hour (2021), Michael Singer and Isam Khoury of Cohelan Khoury & Singer in San Diego,
11 35 years and 45 years of experience respectively, both \$825/hour (2018), Zachary Crosner of
12 Crosner Legal PC in Los Angeles, 13 years of experience \$750/hour (2022), and James Kawahito
13 of Kawahito Law Group in Los Angeles, with approximately 16 years of experience \$750/hour
14 (2020).

15 44. The requested rates also comport with the adjusted Laffey Matrix, which provides
16 that reasonable hourly rates for attorneys with 10+ years of experience, such as Mr. Crosner, Mr.
17 Saunders, and myself, are well over \$800/hour. The adjusted Laffey Matrix may be found at
18 <http://www.laffeymatrix.com/see.html>.

19 45. Fourth, Crosner Legal has been representing Plaintiff (and the State of California)
20 in this matter on a strictly contingent basis and as such, had to forego other financial opportunities
21 to litigate other cases, incurred the risk of non-recovery after a substantial investment of time,
22 money, and resources, and have done so since the inception of this case without any payment or
23 compensation. This is not an easy burden for a small firm. If, despite these hardships and risks,
24 the best this office could hope for is merely to be paid our customary hourly rate multiplied by the
25 number of hours worked on the case, then we would not be compensated for the hardships and
26 serious risks it faced litigating this contingency case, and would not be incentivized to take on
27 similar private attorney general cases in the future.

28 46.. I have reviewed the work performed on the case and the billing inputted, and the

1 hours worked on this case total 100.3 attorney hours. Accordingly, Crosner Legal's lodestar totals
2 approximately \$80,280, exclusive of time for attending the hearing on the approval motion and
3 time to be incurred thereafter to implement and administer the settlement. The aggregated
4 lodestar is set forth in Exhibit 6 hereto. On a lodestar basis, the requested fees represent the base
5 lodestar with a very modest 1.05 upward modifier.

6 47. As noted, Crosner Legal has represented Plaintiff for some two years with respect
7 to this matter and has expended a significant amount of time and resources in that representation.
8 The firm agreed to litigate this case on a purely contingent basis and in so doing assumed
9 considerable risk of non-payment for its fees and costs, as discussed above, and as is the case with
10 these matters in general. Under all relevant factors (as outlined herein and in the accompanying
11 memorandum), I respectfully request the Court award the requested fees of \$84,000.00 based on
12 the common fund theory with a corresponding lodestar cross-check and 1.05 upward lodestar
13 enhancement.

14 48. I also request reimbursement of my firm's actual out-of-pocket expenses incurred
15 to prosecute this action. These expenses were incidental and necessary to the effective
16 representation of the employees.

17 49. Crosner Legal's costs are \$18,438.15, including court filing/service of process
18 fees, mediation fees, and expert witness costs. True and correct copies of the mediation and
19 expert invoices are attached hereto as Exhibit 7. Notably, the requested costs do not include any
20 and all printing, postage and research charges. The requested costs are reasonable and
21 uncontested and should be approved and a true and correct itemization of the costs and expenses
22 incurred is set forth below:

23

Expense Category	Amount
Court Filing Fees/Service of Process/Attorney Service	\$1,808.15
Mediation Fees	\$8,850.00
PAGA Filing Fee	\$75.00

28

Expert Witness Fees	\$7,705.00
Total Costs and Expenses	\$18,438.15

50. For the foregoing reasons, it is respectfully requested that the Court approve the settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on June 4, 2026, at Los Angeles, California.



Declarant

Exhibit 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Adan Serrano (“Plaintiff”) and defendant PorterMatt Electric, Inc., (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging Labor Code violations against Defendant captioned “*ADAN SERRANO, on behalf of the State of California and all Aggrieved Employees, Plaintiff, v. PORTERMATT ELECTRIC, INC., a California Corporation; and DOES 1-100, inclusive, Defendants,*” case number 30-2025-01480077-CU-OE-CX, initiated on May 1, 2025, and pending in Superior Court of the State of California, County of Orange.

1.2. “Administrator” means Simpluris, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” or “Administrator Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.

1.4. “Aggrieved Employee” means a current or former non-exempt employee that worked for Defendant at any location in California at any time during the PAGA Period.

1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession, including the name, last-known mailing address, Social Security number, and number of PAGA Pay Periods worked by each Aggrieved Employee.

1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. “Court” means the Superior Court of California, County of Orange.

1.8. “Defendant” means PorterMatt Electric, Inc.

1.9. “Defense Counsel” means Hirschfeld Kraemer LLP.

1.10. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the day the Court enters Judgment, and any appellate process is concluded.

1.11 RESERVED.

1.12. “Gross Settlement Amount” means \$240,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.

1.13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Payment calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.14. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled to the LWDA PAGA Payment, under Labor Code section 2699, subd. (i).

1.16. “LWDA PAGA Payment” means the 65% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).

1.17. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to the LWDA as the LWDA PAGA Payment and Aggrieved Employees as Individual PAGA Payments.

1.18. “PAGA Counsel” means Chad Saunders, Brandon Brouillette, and Zachary Crosner of Crosner Legal, P.C., the attorneys representing the Plaintiff in the Action.

1.19. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.20. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.21. “PAGA Period” means the period from February 25, 2024, through April 27, 2026.

1.22. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.23. “PAGA Notice” means Plaintiff’s PAGA letter sent on February 11, 2025, to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.24. “PAGA Payment” means the total amount to be paid from the Gross Settlement Amount as alleged PAGA civil penalties, allocated 35% to the Aggrieved Employees and the 65% to LWDA in settlement of PAGA claims.

1.25. “Plaintiff” means Adan Serrano, the named plaintiff in the Action.

1.26. “Approval Order” of “Final Approval” means the proposed Court Order Granting Approval of PAGA Settlement.

1.27. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.28. “Released Parties” means: Defendant and all of its present and former parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, exempt employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be liable for any of the Released PAGA Claims, and Defendant’s counsel of record in the Action.

1.29. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1. On May 1, 2025, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for Labor Code violations relating to, among other things unpaid minimum wages, unpaid overtime wages, meal period violations, rest period violations, inaccurate wage statements, unlawful deductions, unreimbursed business expenses, failure to provide suitable resting facilities, sick leave violations, failure to provide supplemental paid sick leave, failure to pay vested vacation and paid time off, failure to timely pay all wages upon separation of employment, failure to keep accurate records, failure to produce records (time and pay records and personnel records), and refusal to make payment. The Complaint is the operative complaint in the Action (the “Operative Complaint.”)

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On January 26, 2026, the Parties participated in an all-day mediation presided over by Gail Glick, Esq., which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, Defendant’s wage and hour policies, as well as time and payroll data related to the Aggrieved Employees.

2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$240,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than thirty-five percent (35%) of the Gross Settlement Amount, which is currently estimated to be \$84,000.00, and PAGA Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment, other than provided for by this Agreement. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: \$4,248.00 for Administrator Expenses Payment and as approved by the Court. To the extent the Administration Expenses are less than estimated or less than the Court approves, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: The PAGA Payment to be paid from the Net Settlement Amount, with 65% allocated to the LWDA PAGA Payment and 35% allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of the PAGA Payment by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2. If the Court approves a PAGA Counsel Fee Payment or PAGA Counsel Litigation Expenses Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Data. Within thirty-five (35) days of the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes

of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.2. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than thirty-five calendar (35) days after the Effective Date.

4.3. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, Administration Expenses Payment, PAGA Counsel Fees Payment, and PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.3.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.3.3. For any Aggrieved Employee who's Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.3.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount Plaintiff, Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Release by Aggrieved Employees. All Aggrieved Employees, including Plaintiff, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice dated February 11, 2025.

5.1.1 The Parties agree that there is no statutory right for any Aggrieved Employee to opt out or otherwise exclude himself or herself from the PAGA Payment and the associated release of claims and rights under the PAGA.

5.2. Release by PAGA Counsel. PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve, competency, operative procedures for protecting the security of Aggrieved Employee Data, amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance, all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA, and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. The notice of settlement to be sent to the Aggrieved Employees and the proposed Order Granting Approval of PAGA Settlement are to be mutually agreed upon by the Parties prior to being presented to the Court. Plaintiff will also provide Defendant with the motion for approval of the Settlement at least three (3) business days before the motion is filed with the Court.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than thirty (30) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Order Granting Approval of PAGA Settlement to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Simpluris, Inc. to serve as the Administrator and verified that, as a condition of appointment, Simpluris, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES

Based on a review of its records, Defendant estimated that the Aggrieved Employees worked a total of approximately 16,456 PAGA Pay Periods during the PAGA Period. If the number of pay periods worked during the PAGA Period is greater than 10% more than 16,456 (or 18,102), then Defendant will increase the Gross Settlement Amount, pro rata, by the number of pay periods that are 10% above 16,456; e.g., 16,456 divided into \$240,000 is \$14.58 per pay period—thus for each pay period over 18,102, the Gross Settlement Amount will be increased by \$14.58.

9. CONTINUING JURISDICTION OF THE COURT.

The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to

appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

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

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be

relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

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

10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11 Confidentiality. Plaintiff and PAGA Counsel will not make any public disclosures of any kind regarding the Settlement, including but not limited to postings on PAGA Counsel's website and postings on any social media sites/outlets. PAGA Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage him to adhere to, the restriction against any public disclosures regarding the Settlement. PAGA Counsel will not include or use the Settlement for any marketing or promotional purposes, or for attempting to influence Defendant's business relationships, either before or after the Court approves of this settlement. Following approval of the Settlement, Plaintiff and PAGA Counsel will not initiate any communications with the media or third parties regarding this Settlement. If contacted by the media or third parties will only discuss information publicly available. PAGA Counsel will take all steps necessary to ensure Plaintiff is aware of, and will encourage him to adhere to, the restriction against initiating any media comment. PAGA Counsel further agrees not to use the Settlement or any of its terms for any marketing or promotional purposes. Nothing herein will restrict PAGA Counsel from including publicly available information regarding this settlement in future judicial submissions regarding PAGA Counsel's qualifications and experience.

10.11.1 To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Brandon Brouillette; bbrouillette@crosnerlegal.com
Chad Saunders; chad@crosnerlegal.com
Crosner Legal, PC
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210
(866) 276-7637

To Defendant:

Daniel H. Handman
dhandman@hkemploymentlaw.com
Benjamin J. Treger
btreger@hkemploymentlaw.com
Hirschfeld Kraemer LLP
233 Wilshire Boulevard, Suite 600
Santa Monica, California 90401
(310) 255-0705

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Executed on 03 / 06 / 2026

By: 
Plaintiff, Adan Serrano

CROSNER LEGAL, P.C.

Executed on 03/06/2026

By: 
Brandon Brouillette
Chad Saunders
Attorneys for Plaintiff

Executed on 3-23-2026

By: 
Defendant, PorterMatt Electric, Inc.,
John Porter
CEO

HIRSCHFELD KRAEMER LLP

Executed on 2026-03-23

By: 
Benjamin J. Treger
Attorneys for Defendant

Exhibit 2

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

You are receiving this Notice because you are entitled to money as a result of a court approved settlement in *Adan Serrano v. Portermatt Electric, Inc.*, Case No. 30-2025- 01480077-CU-OE-CXC (the “**Lawsuit**”).

What is this case about?

In the Lawsuit, Plaintiff Adan Serrano asserted representative claims against Defendant Portermatt Electric, Inc. (“**Defendant**”) on behalf of all current and former non-exempt employees who were employed by Defendant within the State of California (“**Aggrieved Employees**”) from February 25, 2024 through April 27, 2026 (the “**PAGA Period**”). In the Lawsuit, Plaintiff alleged that Defendant failed to properly pay all minimum and overtime wages due, failed to provide meal and rest periods or compensation in lieu thereof, failed to provide accurate itemized wage statements, failed to reimburse business expenses, and failed to pay all wages owed upon termination to Plaintiff and the Aggrieved Employees during the PAGA Period, in violation of Labor Code sections 201-203, 208, 216, 221-223, 226, 226.7, 227.3, 245-248.6, 432.5, 432.6, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, 2810.5, and all applicable Wage Orders. Plaintiff sued for civil penalties under the California Labor Code Private Attorneys General Act (“**PAGA**”), Cal. Lab. Code § 2698 et seq. Under PAGA, any recovery of civil penalties is shared between the LWDA, which gets 65% of the penalties recovered, and the allegedly aggrieved employees, who get 35% of the penalties recovered. Defendant contends that it compensates employees in full compliance with the law and denies each of the claims and contentions alleged by Plaintiff in the Lawsuit.

Plaintiff and Defendant reached a settlement which was reviewed and approved by the Court. Defendant’s records show that you were employed by Defendant in a covered position during the PAGA Period. Accordingly, you are entitled to an Individual PAGA Payment based on your percentage share of pay periods during the Period.

What are the terms of the Settlement?

1. Individual PAGA Payments. The Gross Settlement Amount is \$240,000.00. After deductions for attorneys’ fees (\$84,000.00), litigation costs (\$20,000.00), and settlement administrator costs (\$4,248.00), there is an estimated net settlement amount of \$131,752. 65% of the Net Settlement Amount (\$85,638.80) will go to the LWDA. The remaining 35% of the Net Settlement Amount (\$46,113.20) will be distributed to the Aggrieved Employees in proportion to the number of pay periods that worked during the PAGA Period. The individual payments will be calculated by taking the total number of pay periods that occurred during the PAGA Period, dividing the 35% portion of the Net Settlement Amount (\$46,113.20) by the total number of pay periods, and then multiplying the result by the number of pay periods each Aggrieved Employee worked during the PAGA Period.

2. Aggrieved Employees’ Release. When Defendant funds the Settlement by depositing the Gross Settlement Amount with the Settlement Administrator, Plaintiff and all Aggrieved Employees will be forever barred from pursuing any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and PAGA Notice (the “**Released Claims**”). Even if you do not cash your settlement check, you will still be bound by the Release.

3. No Opt-Out Provision. Aggrieved Employees do not have the option or right to opt-out of this PAGA Settlement.

4. Payment /Tax Issues. The Individual PAGA Payments and other amounts awarded by the Court will be paid to the Settlement Administrator approximately 30 days after entry of the final judgment on _____, 2026. Checks for Individual PAGA Payments will be disbursed approximately 14 days after the funds are received by the Settlement Administrator. Checks for Individual PAGA Payments must be cashed within 180 days after they are issued, or else the funds they represent will go to the State of California in your name and held for your benefit. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. Neither Plaintiff nor Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement.

What should I do now?

You are automatically included in this Settlement. You may immediately deposit your enclosed settlement check and need not take any further action at this time.

Exhibit 3



Los Angeles Office
9440 Santa Monica Blvd.
Beverly Hills, CA 90210

Kiara Bramasco, Esq.
kiara@crosnerlegal.com
direct: (424) 335-5236
office: (866) 276-7637
fax: (310) 510-6429

February 11, 2025

VIA PAGA ONLINE FILING ONLY:

California Labor & Workforce
Development Agency
ATTN: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
PAGAFilings@dir.ca.gov

VIA U.S. CERTIFIED MAIL:

John Franklin Porter
Agent for Service of Process:
Portermatt Electric, Inc.
5431 Production Dr
Huntington Beach, CA 92649

Portermatt Electric, Inc.
Attn: Human Resources / Legal Department
5431 Production Dr
Huntington Beach, CA 92649

NOTICE OF PRIVATE ATTORNEYS GENERAL ACT CLAIM

To: California Labor and Workforce Development Agency and Portermatt Electric, Inc.
Date: February 11, 2025
Subject: *Adan Serrano v. Portermatt Electric, Inc.*

Introduction

This office represents PLAINTIFF, Adan Serrano (hereinafter “PLAINTIFF”) in connection with PLAINTIFF’s claims under the California Labor Code. PLAINTIFF was, at all relevant times herein mentioned, an employee of the following entity and individual managing agents of said entity: Portermatt Electric, Inc. (hereinafter, this entity and its managing agents are collectively referred to as “DEFENDANTS”). DEFENDANTS may be contacted directly at the addresses listed above.

Pursuant to California Labor Code sections 2699.3 and 2699.5, PLAINTIFF, on behalf of PLAINTIFF, and on behalf of all current and former non-exempt employees employed directly and/or via a staffing agency by any one or more of the DEFENDANTS at any location in California within one year of the date of this notice (“NON-EXEMPT AGGRIEVED EMPLOYEES”) and on behalf of all current and former exempt employees employed either directly and/or via a staffing agency by any one or more of the DEFENDANTS at any location in California within one year of the date of this notice (“EXEMPT AGGRIEVED EMPLOYEES”), hereby gives written notice (“NOTICE”) of PLAINTIFF’s claims against DEFENDANTS. This NOTICE is being provided via online filing to the California Labor and Workforce Development Agency (“LWDA”) and DEFENDANTS via certified mail to their Agent(s) for Service of Process and/or entity mailing address as provided to the California Secretary of State and/or the address of the Secretary of State of the State of incorporation and/or the entity address as provided on wage statements issued by DEFENDANTS to NON-EXEMPT AGGRIEVED EMPLOYEES.

This NOTICE also serves to demonstrate PLAINTIFF’s reasonable attempt at settlement with DEFENDANTS. If DEFENDANTS are interested in settling this matter before a lawsuit is filed, DEFENDANTS may contact Crosner Legal, P.C., at the address listed at the close of this NOTICE. This settlement attempt is in compliance with relevant California law. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal.4th 553, 561.

This NOTICE is sent in compliance with the reporting requirements of California Labor Code sections 2699.3 and 2699.5. This NOTICE further reserves any and all rights by PLAINTIFF to amend this notice to include, amend, or add further charges upon discovery of new violations of any of the provisions of the California Labor Code. In addition, to the extent that entities and/or other individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code sections including, but not limited to sections 558.1 and 1197.1—PLAINTIFF reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue. Any further amendments and changes to this notice shall relate back to the date of this NOTICE. Consequently, DEFENDANTS are on notice that PLAINTIFF continues its investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of *any* of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein. For violations that are curable under § 2699.3(c) and that DEFENDANTS intend to cure within the statutory time period set forth in §§ 2699 and 2699.3(c), the DEFENDANTS shall provide notice including a description of the actions taken to cure. If the alleged violation is not cured within the statutory time period, PLAINTIFF will commence a civil action pursuant to section 2699. For all other violations that are not curable, an action pursuant to section 2699(a) and 2699(f) will commence after the requirements under 2699.3 are fulfilled.

Based on the following summary of facts and theories upon which PLAINTIFF will base PLAINTIFF’s claims, PLAINTIFF requests that the LWDA regard this NOTICE as written notice of PLAINTIFF’s intent to seek civil penalties against DEFENDANTS.

PLAINTIFF, on behalf of PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES, alleges that the specific provisions of California law that

DEFENDANTS have violated, requiring this NOTICE, include but are not limited to: California Labor Code sections 201-203, 208, 216, 221-223, 226, 226.7, 227.3, 245-248.6, 432.5, 432.6, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, 2810.5, and all applicable Wage Orders.

The Named Entities Are Joint Employers of PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES

California courts have recognized that the definition of “employer” for purposes of enforcement of the California Labor Code goes beyond the concept of traditional employment to reach irregular working arrangements for the purpose of preventing evasion and subterfuge of California’s labor laws. *Martinez v. Combs* (2010) 49 Cal.4th 35, 65. As such, anyone who directly or indirectly, or through an agent or any other person, engages, suffers, or permits any person to work or exercises control over the wages, hours, or working conditions of any person, may be liable for violations of the California Labor Code as to that person.

PLAINTIFF is informed and believes and thereon alleges that at all relevant times DEFENDANTS and unknown entities operated as a single integrated enterprise with common ownership and centralized human resources as set forth herein. Under California law, in determining whether two defendant entities are liable as an integrated enterprise, courts consider four factors: (1) centralized control of labor relations; (2) interrelation of operations; (3) common management; and (4) common ownership or financial control. *Laird v. Capital Cities/ABC, Inc.* (1998) 68 Cal.App.4th 727, 737 (overruled on other grounds, *Reid v. Google, Inc.* (2010) 50 Cal. 4th 512 (2010).)

PLAINTIFF believes and hereon asserts that DEFENDANTS and unknown entities must be classified as joint employers of PLAINTIFF for purposes of liability for civil penalties under PAGA, as the aforementioned entities engaged, suffered and permitted PLAINTIFF to perform services from which they benefited, and furthermore that the aforementioned entities had the right to exercise control over the wages, hours and/or working conditions of PLAINTIFF at all relevant times herein, so as to be considered the joint employers of PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES.

By reason of their status as joint employers of PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES, they are each liable for civil penalties for violations of the California Labor Code and applicable Wage Orders as to PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES.

Individual Liability Under Labor Code § 558.1

Labor Code section 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code sections 203, 226, 226.7, 1194, and 2802. DEFENDANTS, at all relevant times, were an employer or person acting on behalf of employer(s) who violated PLAINTIFF’s and other NON-EXEMPT AGGRIEVED EMPLOYEES’ and EXEMPT AGGRIEVED EMPLOYEES’ rights by violating various sections of the California Labor Code. The California Legislature defines “other person acting on behalf of an employer” as “a natural

person who is an owner, director, officer, or managing agent of the employer.” The “managing agent” definition mirrors that found in California’s punitive damages statute (subdivision (b) of section 3294 of the Civil Code). Under that statute and supporting case law, “managing agents” are all employees who exercise substantial independent authority and judgment in their corporate decision-making such that their decisions ultimately determine corporate policy. *White v. Ultramar, Inc.* (1999) 21 Cal. 4th 563, 566-67. For the reasons set forth above and others, at all relevant times, any above-listed individuals meet the criteria of managing agents under California law, and therefore, may be held liable under California Labor Code sections 558 and 558.1 for violations of Labor Code §§ 203, 226, 226.7, and 1194 as further described in detail below.

PLAINTIFF intends to further name any unknown individuals responsible for violations arising under Labor Code sections 558 and 558.1 after further discovery. PLAINTIFF will ask the Court to relate the amendment of the PAGA charge and the operative complaint to the date of filing of these charges. PLAINTIFF asks and demands that DEFENDANTS put these individuals on notice immediately to provide them as much notice possible to mount in defense. In the alternative, PLAINTIFF also offers to DEFENDANTS to place those individuals on notice if DEFENDANTS voluntarily provides their contact information.

DEFENDANTS are Liable for All Temporary Agency Workers

Labor Code section 2810.3 requires a client employer to share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor in California for the payment of wages. Section 2810.3 prohibits a client employer from shifting to the labor contractor legal duties or liabilities under workplace safety provisions with respect to workers provided by the labor contractor. It defines a client employer as a business entity that obtains or is provided workers to perform labor within the usual course of business from a labor contractor. It defines a labor contractor as an individual or entity that supplies workers, either with or without a contract, to a client employer to perform labor within the client employer’s usual course of business. DEFENDANTS, and each of them, qualify as a client employer under Labor Code section 2810.3 for purposes of liability.

General Information

DEFENDANTS own, operate, manage and/or staff its employees to work at the commercial buildings, offices, facilities and/or other location(s) in California, including but not limited to, the commercial buildings, sites, offices, facilities and/or other locations in including but not limited to, Orange County, California. DEFENDANTS, through its various locations, serve the commercial electrical industry.¹ Although DEFENDANTS may operate successful companies or have a noble mission, DEFENDANTS do not comply with California’s labor laws.

PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job title(s) of journeyman electrician and/or a similar title(s) and/or job position(s) from in or around 2021 through in or around December 2024. PLAINTIFF regularly worked at least approximately eight (8) to nine (9) hours per day, at least five (5) days per week. DEFENDANTS paid PLAINTIFF an hourly rate for time counted by DEFENDANTS as hours worked. Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were at times also compensated with non-

¹ See <https://portermatt.com/>. Last visited on February 10, 2025.

discretionary compensation, including but not limited to, shift differential pay, bonus/incentive pay and/or other non-discretionary compensation.

Labor Code Violations

Meal Period Violations: California law requires employers to provide employees a duty-free, uninterrupted thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and it must be provided within the first five (5) hours the employee works. Lab. Code section 512 (and all applicable IWC Wage Orders), section 11(A) and (C); *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004. Employers must also provide employees with a second duty-free, uninterrupted thirty (30) minute meal period when an employee works more than (10) hours in a workday, and it must be provided before the end of the 10th hour of work. *Ibid.* Meal periods can be waived, but only under the following circumstances: (1) if an employee's total work period in a day is over five (5) hours but no more than six (6) hours, the required meal period may be waived by mutual consent of the employer and employee, and (2) if an employee's total work period in a day is over ten (10) hours but no more than twelve (12) hours, the required second meal period may be waived by mutual consent of the employer and employee, but only if the first meal period was not waived. *Ibid.* Upon information and belief, PLAINTIFF did not sign a valid meal period waiver throughout PLAINTIFF's employment by DEFENDANTS.

Employers covered by any and all applicable IWC Wage Orders have an obligation to both (1) relieve their employees for at least one meal period for shifts over five hours (see above), *and* (2) to record having done so. If the employer fails to properly record a valid meal period, it is presumed that no meal period was provided. All applicable IWC Wage Orders, section 7(A)(3) ("Meal periods . . . shall also be recorded"); *Brinker, supra*, 53 Cal.4th 1004, 1052-1053, citing section 7(A)(3) ("If an employer's records show no meal period for a given shift over five hours, a rebuttable presumption arises that the employee was not relieved of duty and no meal period was provided").

Employers must pay employees an additional hour of wages at the employees' regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted meal period, first meal period provided after five (5) hours, second meal period provided after 10 hours). Lab. Code § 226.7; all applicable IWC Wage Orders, §11(B) ("If an employer fails to provide an employee a meal period in accordance with the applicable provision of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided"); *Brinker, supra*, 53 Cal.4th 1004.

PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES consistently worked shifts of five and a one-half (5 ½) hours or more, entitling them to at least one meal period.

PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES would not receive legally compliant thirty (30) minute first meal breaks. Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were consistently unable to take timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to take late meal periods, interrupted meal periods, and/or work through part or all their meal periods due to understaffing, the nature and constraints

of their job duties and/or commentary from supervisors pressuring them to take non-compliant meal breaks or skip meal breaks completely.

For example, based on information and belief, at times, PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES were forced to work through their meal periods, take late meal periods, were interrupted during purported meal periods, had meal periods cut short, were restricted to DEFENDANTS' premises and/or were otherwise required to remain on-duty during unpaid meal periods due to the need to continue assigned job duties.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were at times suffered and permitted to take meal periods past the fifth hour of work and/or had their meal periods interrupted, cut short, restricted to DEFENDANTS' premises and/or otherwise on duty due to commentary from supervisors, understaffing, the nature and constraints of their job duties, and/or the need to meet DEFENDANTS' goals and expectations.

Based on information and belief, DEFENDANTS implemented policies and/or practices that failed to relieve NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and DEFENDANTS' control during unpaid meal periods.

Based on information and belief, DEFENDANTS required NON-EXEMPT AGGRIEVED EMPLOYEES to complete off-the-clock work prior to their scheduled shift time which DEFENDANTS failed to take into account when scheduling meal periods for NON-EXEMPT AGGRIEVED EMPLOYEES. Based on information and belief, meal periods were late, in part due to unaccounted pre-shift off-the-clock work.

Based on information and belief, DEFENDANTS had actual and/or constructive knowledge that their policies and practices resulted in the denial of uninterrupted meal periods which were free of DEFENDANTS' control owed to PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California's meal period laws.

Based on information and belief, per DEFENDANTS' uniform policy and practice, NON-EXEMPT AGGRIEVED EMPLOYEES who worked shifts of more than ten hours did not receive a second legally compliant thirty (30) minute second meal break.

Based on information and belief, despite DEFENDANTS' failure to provide lawful meal periods, DEFENDANTS implemented a policy and/or practice of rounding the start and end times of PLAINTIFF's and other NON-EXEMPT AGGRIEVED EMPLOYEES' meal periods and/or automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal periods (including meal periods restricted to DEFENDANTS' premises), despite having actual and/or constructive knowledge that PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES did not receive lawful meal periods.

Moreover, based on information and belief, DEFENDANTS failed to keep accurate records of the true start and end times of PLAINTIFF's and NON-EXEMPT AGGRIEVED EMPLOYEES' meal periods. Based on information and belief, to the extent meal period were recorded, DEFENDANTS illegally rounded the start and end times of purported meal periods resulting in PLAINTIFF and

other NON-EXEMPT AGGRIEVED EMPLOYEES not being paid for all time worked as well as late and/or shortened meal periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

Based on information and belief, DEFENDANTS failed to instruct PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES as to the timing and duty-free nature of meal periods. Based on further information and belief, DEFENDANTS did not have a compliant written meal break policy, nor did DEFENDANTS have any sort of compliant policy in practice. Liability for the NON-EXEMPT AGGRIEVED EMPLOYEES can be established by evidence that an employer adopted a uniform corporate break policy that failed to give full effect to California law and the applicable Wage Order requirements. The fact that employees may legally waive meal breaks does not affect this result. *Brinker, supra*, 53 Cal.4th 1004.

PLAINTIFF is further informed and believes and thereon alleges that DEFENDANTS had actual and/or constructive knowledge that their time-rounding and/or auto-deduction policies and practices resulted in the denial of lawful meal periods owed to PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California's meal period laws.

DEFENDANTS failed to pay PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES, an additional hour of wages at their respective regular rates of compensation for each workday a lawful meal period was not provided. DEFENDANTS either failed to pay a meal period premium at all for each workday a lawful meal period was not provided and/or failed to pay the proper meal period premium for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses, shift differential pay and/or other non-discretionary compensation into the regular rate or compensation for purposes of calculating the owed meal period premium.

The aforementioned conduct results in violations of Labor Code sections 226.7, 512, and 1198-1199, and all applicable IWC Wage Orders, section 11(A) and (C) along with all applicable IWC Wage Orders. These violations subject DEFENDANTS to civil penalties under Labor Code sections 558.1, 558 and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the referenced statutes and Wage Order provisions were violated.² DEFENDANTS' failure to provide valid meal periods, and the automatic deduction for meal periods that were not provided/valid, ultimately results in further violations, such as violations of Labor Code sections 1174, 1199, 226.6, discussed above, and other violations discussed below.

Rest Period Violations: California law requires employers to provide employees a paid, duty-free ten (10) minute rest period for each four (4) hours worked, or major fraction thereof. *See* applicable IWC Wage Order, §12(A). In *Brinker v. Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012), the California Supreme Court held that employees are entitled to a 10-minute paid rest

² See Lab. Code §2699(f); Lab. Code §558 (establishing that the civil penalty is “for each underpaid employee for each pay period for which the employee was underpaid”); All applicable IWC Wage Orders, §20 (establishing that “[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid”).

period for shifts from 3 ½ to 6 hours in length, two 10-minute rest periods for shifts more than 6 hours up to 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at 1029). The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided").

Moreover, under California law rest periods must be a "net" ten minutes in a suitable rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; see also, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the "onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.").

DEFENDANTS did not properly authorize and provide PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES with legally compliant rest periods at a rate of every four (4) hours worked or major fraction thereof, that insofar as practicable, are provided in the middle of the work period, as required by law.

PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES were not adequately informed, authorized, instructed about, nor permitted an opportunity to take proper rest breaks per California law. Based on information and belief, DEFENDANTS had no policy in place nor instruction as to the taking of duty-free rest periods. Based on information and belief, DEFENDANTS did not have a compliant written rest period policy, nor did DEFENDANTS have any sort of compliant rest period policy in practice.

For example, based on information and belief, PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES were at times unable to take compliant rest periods due to their need to complete assigned job duties and/or were unable to take a net ten-minute rest period in a suitable rest area and/or had purported rest periods restricted to DEFENDANTS' premises/their assigned work locations/workstations.

For example, at times, PLAINTIFF had to work through rest periods, take interrupted and/or shortened rest periods due to lack of coverage and/or the need to complete assigned job duties.

Based on information and belief, at times, DEFENDANTS failed to authorize net, ten-minute, off-duty, rest periods that were insofar as practicable in the middle of the work period as required under California rest period law.

Based on information and belief, DEFENDANTS did not have a lawful policy, instruction, or practice as to the taking, timing, or duty-free nature of rest periods. For example, based on information and belief, DEFENDANTS failed to authorize and permit rest periods that were a “net” ten minutes in a suitable rest area, and instead, to the extent rest periods were provided, DEFENDANTS limited PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES to only ten-minute rest periods, requiring them to be back at their workstations within ten minutes of leaving their work stations , in violation of California rest period law.

Based on information and belief, DEFENDANTS did not pay PLAINTIFF any rest period premiums during PLAINTIFF’s employment and/or did not pay PLAINTIFF a proper rest period premium for each missed and/or otherwise legally non-compliant rest period.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES’ rest periods were interrupted, cut short, on duty, restricted to premises and/or late due to understaffing, the nature and constraints of their job duties, and/or due to commentary from supervisors/ managers pressuring NON-EXEMPT AGGRIEVED EMPLOYEES to skip rest breaks completely or otherwise take non-compliant rest periods.

Moreover, based on information and belief, DEFENDANTS failed to provide any form of a third rest period on shifts lasting longer than ten hours.

Based on information and belief, DEFENDANTS implemented policies and/or practices that failed to relieve PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and DEFENDANTS’ control during rest periods.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were pressured to complete their work duties according to a designated schedule such that rest breaks were only taken once tasks were completed, and/or as time permitted.

Furthermore, DEFENDANTS failed to pay a rest period premium for each day in which NON-EXEMPT AGGRIEVED EMPLOYEES experienced a missed or otherwise unlawful rest period in violation of California law. *Bluford v. Safeway Stores, Inc.* (2013) 216 Cal. App. 4th 864, 872. DEFENDANTS failed to pay PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES, an additional hour of wages at their respective regular rates of pay for each workday a proper rest period was not provided. DEFENDANTS either failed to pay a rest period premium at all for each workday a lawful rest period was not provided and/or failed to pay the proper rest period premium for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into the regular rate of compensation for purposes of calculating the owed rest period premium.

The aforementioned conduct results in violations of Labor Code sections 226.7, and 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject DEFENDANTS to civil

penalties under Labor Code sections 558, 2699, and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the referenced statutes and Wage Order provisions were violated.³

Minimum Wage Violations: “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 attorneys’ fees, and costs of suit.” Labor Code section 1194.

Labor Code section 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission, and any payment of less than the minimum wage is unlawful. The minimum wage standard applies to each hour employees worked for which they were not paid. Pursuant to section 4 of the applicable Wage Order, “Every employer shall pay to each employee not less than the applicable minimum wage for all hours worked in the payroll period...” The applicable Wage Order 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.” See §2 of all applicable Wage Orders. Therefore, employers are required to pay employees for all time spent subject to the control of the employer and all time the employee is suffered or permitted to work. An employer’s failure to pay for any particular hour worked by an employee is unlawful even if averaging an employee’s total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324. Furthermore, “in any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon...” *Cal. Lab. Code* § 1194.2.

DEFENDANTS failed to compensate PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked by virtue of DEFENDANTS’ automatic deduction and time rounding policies for shift start and shift end times and meal period start and end times, and failure to relieve employees of all duties/employer control during unpaid meal periods or otherwise unlawful practices for missed or improper meal periods as explained above.

Based on information and belief, DEFENDANTS implemented a policy and/or practice of rounding meal period start and end times and/or automatically deducting at least thirty/sixty minutes per shift for meal periods, despite having actual and/or constructive knowledge that PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES were subject to DEFENDANTS’ control during purported meal periods and/or were otherwise not afforded with

³ See Lab. Code §2699(f) and All applicable IWC Wage Orders, §20 (establishing that “[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid”).

lawful meal periods, depriving PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES of all wages owed.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were not paid for all hours worked due to DEFENDANTS' policy and/or practice of paying according to scheduled hours worked instead of actual time worked, and/or mandated off-the clock work policies and/or practices.

For example, based on information and belief, at times, NON-EXEMPT AGGRIEVED EMPLOYEES were suffered, permitted, and/or required to complete pre-shift off-the-clock work, post-shift off-the-clock work, work tasks during unpaid meal periods due to including but not limited to, lack of relief workers and/or the need to complete assigned job duties, resulting in DEFENDANTS' failure to compensate PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked and the underpayment of wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

For example, at times, PLAINTIFF was permitted, suffered and/or required to complete off-the-clock work tasks prior to clocking in for the start of his shift, after clocking out for the end of his shift, during unpaid meal periods, and/or otherwise outside of scheduled shift times. For example, DEFENDANTS required PLAINTIFF to spend time travelling between/around DEFENDANTS' facilities and/or travelling from the entrance of the job site to PLAINTIFF's workstation. This time spent under DEFENDANTS' control was not recorded and not compensated, at times resulting in at least approximately ten (10) to fifteen (15) minutes of off-the-clock work and the underpayment of minimum and overtime wages owed to PLAINTIFF.

Based on information and belief, at times, PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES were pressured to complete other work tasks prior to clocking in for the start of their shifts, after clocking out for the end of their shifts, during unpaid meal periods, and/or otherwise outside of their scheduled shift times. For example, based on information and belief, PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES were at times required to complete off-the-clock work outside of scheduled shifts due to including but not limited to, work-related phone calls and/or messages they received to their phones and/or personal devices and were required to respond to, including but not limited to, communications from supervisors regarding scheduling and/or other work tasks, resulting in the underpayment of wages owed to PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, DEFENDANTS failed to pay PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES for all time they were required to spend completing orientation, policy questionnaires, and/or time spent completing the onboarding process including but not limited to reviewing various documents and policies provided by DEFENDANTS. Based on information and belief, this work time was completed off-the-clock and was not compensated. For example, based on information and belief, DEFENDANTS required AGGRIEVED EMPLOYEES to review and sign various types of policies and documents, including but not limited to, safety guidelines/safety awareness certifications, among other documents, but they were not paid for all time spent reviewing and/or completing certification as directed by DEFENDANTS.

Based on further information and belief, DEFENDANTS implemented a time-rounding system that as applied systematically deprived PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES of compensable time because the time-rounding system implemented by DEFENDANTS would almost always, if not always, resulted in understating actual compensable work time. DEFENDANTS' failure to pay for all time worked by virtue of their time-rounding practices resulted in the underpayment of minimum wages owed to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES as well as unpaid overtime wages for those NON-EXEMPT AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day and/or more than forty (40) hours in a week. DEFENDANTS' failure to pay for all time worked by virtue of their time rounding, auto-deduction policies and practices for unlawful meal periods, failure to provide lawful meal periods, and/or other off-the-clock work practices and policies, resulted in the underpayment of minimum wages owed to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES as well as unpaid overtime wages for those NON-EXEMPT AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day and/or more than forty (40) hours in a week.

Based on information and belief, DEFENDANTS had actual and/or constructive knowledge that their time rounding policies/practices, auto-deduction policies and practices, failure to provide lawful meal periods and/or other off-the-clock work resulted in the underpayment of minimum wages owed to PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California's minimum wage laws.

These violations subject DEFENDANTS to civil penalties under Labor Code sections 558, 558.1, 1197.1 and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the referenced statutes and Wage Order provisions were violated.⁴

Overtime Violations: California law requires employers to pay overtime equal to one and one-half times the regular hourly rate of pay for each hour worked beyond eight (8) hours per workday and each hour worked beyond forty (40) hours per work week. Lab. Code §510; IWC Wage Order All applicable IWC Wage Orders §3. Employers must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in a work week. *Ibid.*

Based on information and belief, DEFENDANTS violated California's overtime laws by, among other things, failing to correctly calculate, or record, the total number of hours worked by PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES and not paying proper overtime rates for overtime worked by virtue of same.

⁴ See Lab. Code §1197.1(a) (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); All applicable IWC Wage Orders, §20 (establishing that "in addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid").

Namely, DEFENDANTS' automatic deduction and time rounding policies and practices for meal periods and shift start times and shift end times, payment according to scheduled hours worked rather than actual time worked, off-the-clock/unpaid work completed during meal periods and/or time spent restricted to DEFENDANTS' premises and/or subject to DEFENDANTS' control during off-the-clock meal periods (described above), and/or other off-the-clock work resulted in the failure to account for all hours worked and thus the denial of minimum wages as well as overtime wages owed to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day or more than forty (40) hours in a week.

Based on information and belief, DEFENDANTS failed and continue to fail to pay a premium wage rate for all hours worked beyond eight (8) hours in a day or beyond forty (40) hours in a week.

Based on information and belief, DEFENDANTS failed and continue to fail to pay twice NON-EXEMPT AGGRIEVED EMPLOYEES' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in violation of California's overtime laws.

Based on information and belief, DEFENDANTS failed to incorporate all non-discretionary remuneration, including but not limited to, non-discretionary piece-rate compensation, shift differential pay, bonus pay, multiple base rates of pay and/or other non-discretionary pay into the regular rate of pay used to calculate the owed overtime rate(s), resulting in the miscalculation and underpayment of overtime wages owed to PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES.

For example, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES earned non-discretionary piece-rate compensation, shift differential pay, non-discretionary bonuses/incentive pay and/or other non-discretionary compensation during pay periods in which they worked overtime, yet DEFENDANTS failed to incorporate all non-discretionary compensation into the regular rate(s) used to calculate the owed overtime rate(s), resulting in the miscalculation and underpayment of overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1, 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject DEFENDANTS to civil penalties under Labor Code sections 558, 558.1, 218.5, and 2699, and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the referenced statutes and Wage Order provisions were violated.⁵

⁵ See Lab. Code §2699(f); Lab. Code §558 (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); All applicable Wage Orders, §20 (establishing that "In addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid").

Violation of California Labor Code §§ 245-248.5: Throughout the relevant time period, DEFENDANTS failed to provide proper paid sick leave to PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES. DEFENDANTS either failed to provide paid sick leave at all or improperly calculated the sick leave accrual and the sick leave rate of pay owed to PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES by failing to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to work completed during unpaid meal periods and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses, shift differential pay, commission and/or piece-rate compensation and/or other non-discretionary compensation into the sick leave pay rate calculation.

Based on information and belief, DEFENDANTS further failed to provide notice of the correct sick leave amount balance available to PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES on their wage statements or other written statements.

Based on information and belief, DEFENDANTS failed to put NON-EXEMPT AGGRIEVED on notice of their paid sick leave rights—or thereby putting their entitlement to sick leave in a Labor Code section 2810.5 notice. In addition, DEFENDANTS failed to maintain accurate records of used sick leave and the balance of paid sick leave left to the NON-EXEMPT AGGRIEVED EMPLOYEE throughout the relevant time period.

Based on information and belief, throughout the relevant period, DEFENDANTS failed to provide notice of sick leave amount balance left for PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES, thus affecting their intelligent exercise of their paid sick leave. But for this failure, PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES would have used their paid sick leave at least prior to their respective separations, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation.

This illegal retention of paid sick leave is unlawful, and PLAINTIFF seeks all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES.

In violation of Labor Code section 247.5, DEFENDANTS failed to maintain records documenting the hours worked and paid sick days accrued and used by PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES, permitting the presumption that PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES were entitled to the maximum number of hours accruable under this article.

Upon information and belief, DEFENDANTS further failed and continue to fail to comply with Labor Code section 246, by failing to provide PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES with a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages.

DEFENDANTS unlawfully retained and continue to retain paid sick leave that should have been paid but was not, as a result of DEFENDANTS' failure to properly institute a paid sick leave program.

On information and belief, PLAINTIFF alleges that all of these practices were experienced and continue to be experienced by other NON-EXEMPT AGGRIEVED EMPLOYEES.

PLAINTIFF requests all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to DEFENDANTS' sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. PLAINTIFF requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code sections 233 and 234, which incorporates the paid sick leave requirements.

Refusal to Make Payment: Labor Code section 216 declares unlawful an employer's refusal to pay wages due and payable and/or denial of the validity of any claim to wages due.

DEFENDANTS violated and continue to violate Labor Code section 216 by failing to pay PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked at the proper wage rate and by failing to pay PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES an additional hour of pay for each meal and/or rest period not provided or that was invalid. *Gould v. Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155.

These violations subject DEFENDANTS to civil penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute's provisions were violated.⁶

Wage Statement Violations: California law requires every employer semi-monthly or at the time of each payment of wages to furnish each of his or her employees with an accurate itemized wage statement in writing that contains the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Cal. Lab. Code. section 226(a).

⁶ Labor Code § 225.5 (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee") (emphasis added).

As DEFENDANTS failed to provide PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES with meal and rest periods that complied with Labor Code section 226.7, the wage statements DEFENDANTS issued to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES failed and continue to fail to correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b) the total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net wages earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9).

DEFENDANTS' issued wage statements to PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES that also failed to indicate the earned gross and net wages earned during the pay period, the correct applicable rates of pay for all hours worked, and the "total hours worked" by PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES (by virtue of rounded time entries, automatic deduction for meal periods/failure to relieve NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and employer control during unpaid meal periods, payment according to scheduled hours worked rather than actual hours worked, and/or other off-the-clock work policies and practices described above), which results in a violation of Labor Code section 226(a).

Failure to list all hours worked on a wage statement, gives rise to an inference of injury under Labor Code Section 226 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

Based on information and belief, wage statements issued by DEFENDANTS failed to list the inclusive dates of the pay period for which the NON-EXEMPT AGGRIEVED EMPLOYEE or EXEMPT AGGRIEVED EMPLOYEE is being paid. For example, based on information and belief, wage statements issued by DEFENDANTS failed to list the inclusive dates of the pay period for which the NON-EXEMPT AGGRIEVED EMPLOYEE is being paid in violation of including but not limited to, Labor Code section 226(a)(2) and/or Labor Code section 226(a)(6). For example, based on information and belief, at times, DEFENDANTS issued wage statements to NON-EXEMPT AGGRIEVED EMPLOYEES containing payment for hours worked during previous pay periods, yet DEFENDANTS' wage statements do not include the inclusive dates of the accurate pay period for pay, further failing to list the total hours worked for the pay period, including but not limited to, the total hours worked for the pay period the pay corresponds with.

Based on information and belief, DEFENDANTS issued wage statements to NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES that fail to accurately list all deductions, in violation of Labor Code section 226(a)(4).

For example, as described herein, DEFENDANTS regularly failed to reimburse PLAINTIFF for business expenses, including but not limited to, costs incurred as a result of having to use PLAINTIFF's personal cell phone/mobile device and/or personal vehicle to carry out PLAINTIFF's assigned job duties, thereby deducting business costs from PLAINTIFF's earned wages each pay period, in violation of including but not limited to, Labor Code Section 221, and further failing to itemize these deductions for business costs, on PLAINTIFF's wage statements. As such, DEFENDANTS issued wage statements to PLAINTIFF that failed to accurately list all deductions, in violation of Labor Code section 226(a)(4).

DEFENDANTS' failure to accurately list all hours worked on all wage statements caused confusion to PLAINTIFF and caused and continue to cause confusion to the NON-EXEMPT AGGRIEVED EMPLOYEES over whether they received all wages owed to them. PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES were injured by DEFENDANTS' failure to provide accurate wage statements.

In addition, because of the violations detailed above, including but not limited to, not paying regular and overtime wages for all hours worked, not paying all sick leave wages at the proper rates, and failing to provide meal and rest break premiums, DEFENDANTS have violated California Labor Code § 226 by willfully failing to furnish PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES with accurate, itemized wage statements. As described herein, based on information and belief, DEFENDANTS also failed to incorporate all forms of non-discretionary compensation earned during the pay period into the overtime pay rate calculation, and as such, failed to display the proper overtime rate(s) for each hour of overtime worked by PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, wage statements issued by DEFENDANTS failed to list all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9) due to DEFENDANTS' failure to list an overtime rate category at all and/or failure to list a category containing the proper overtime rate.

Moreover, based on information and belief, DEFENDANTS issued wage statements to PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES that further violate Labor Code section 226(a), by among other things, failing to list the correct name and/or address of the legal entity that is the employer.

As a result, the wage statements provided to PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were not accurate and did not include all of the statutorily required information.

These violations subject DEFENDANTS to civil penalties under Labor Code section 226. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE and each EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute provisions were violated.⁷

Recordkeeping Requirement Violations: California Labor Code section 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES. All applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which allowed meal periods were provided each day.

Based on information and belief, DEFENDANTS failed, and continue to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records:

⁷ See Lab. Code §226.3 (establishing that the civil penalty is "per employee per violation").

total daily hours worked, applicable rates of pay, time records showing when PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES began and ended each work period, time records of meal periods, and accurate itemized wage statements.

Based on information and belief, DEFENDANTS failed and continue to fail to keep accurate and complete records showing total hours worked by PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES by virtue of DEFENDANTS' time rounding and/or auto deduction policies and practices and/or other off-the-clock work policies and practices.

DEFENDANTS failed and continue to fail to keep accurate and complete records showing total hours worked by virtue of DEFENDANTS' failure to relieve PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and DEFENDANTS' control for unpaid meal periods, resulting in unpaid hours worked.

Based on information and belief, DEFENDANTS further failed, and continue to fail, to record the true start and end times of PLAINTIFF's and NON-EXEMPT AGGRIEVED EMPLOYEES' meal periods.

Based on further information and belief, DEFENDANTS further failed and continue to fail, to record the true start and end times of PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES' work shifts.

Additionally, DEFENDANTS failed, and continue to fail to keep accurate records and issue accurate wage statements by not documenting accrued sick time for PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES.

DEFENDANTS' failure to keep "accurate and complete" payroll records for PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject DEFENDANTS to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each NON-EXEMPT AGGRIEVED EMPLOYEE, results in a separate civil penalty.⁸

Unlawful Deductions: Labor Code section 221 prohibits an employer from "collect[ing] or receiv[ing] from an employee any part of wages theretofore paid by said employer to said employee." Based on information and belief DEFENDANTS made unlawful deductions from NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES paychecks during the relevant period including without limitation, deducting business costs and/or deducting wages for purported overpayments from previous pay periods and/or unlawfully deducting wages for negligently damaged property and/or unlawfully deducting transaction fees/pay/money card fees and/or deducting costs advanced by DEFENDANTS. For example, DEFENDANTS regularly failed to reimburse PLAINTIFF for business expenses, including but not limited to, for cell phone/data and/or personal vehicle usage each pay period, thereby deducting business costs from PLAINTIFF's earned wages each pay period, in violation of including but not

⁸ See Lab. Code §2699(f).

limited to, Labor Code Section 221. Such a practice is in violation of including but not limited to, Labor Code Sections 221-222 which subjects DEFENDANTS to civil penalties under Labor Code Section 2699.

Each violation results in a separate civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE and EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute provisions were violated. See Lab. Code §225.5 (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee”).

Standard Conditions of Labor Violations: Together, Labor Code sections 1198 and 1199 make unlawful any employment of any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including sections 1174, 1197, and 1198, or order or ruling of the commission.

Therefore, DEFENDANTS’ violations, including but not limited to, with respect to meal periods, rest periods, recordkeeping provisions, minimum wages and overtime wages, business expenses, and other violations described herein result in separate violations of sections 1198 and 1199, which subject DEFENDANTS to civil penalties under Labor Code sections 1197.1 and 2699.

Statutory Wage Violations: Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

As described above, DEFENDANTS willfully and systematically denied PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES of minimum and overtime wage compensation for all hours worked which resulted in the payment of less than statutorily required wages owed to them. DEFENDANTS acted with the intent to deprive them of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled to under California law.

Thus, DEFENDANTS paid PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES lower wages than those they were entitled to while purporting that PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES were properly paid. As such, PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES are entitled to recover penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code § 2699(f)-(g).

Failure to Pay Vested Vacation/Paid Time Off: California Labor Code section 227.3 provides that when an employer policy provides for paid vacations and/or paid time off, and an employee is terminated without having taken off his, her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the employee’s final rate in accordance with such contract of employment or employer policy respecting eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time off upon termination. Based on information and belief, DEFENDANTS had and continue to have a uniform policy and practice of failing to allow NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to use their earned vacation/paid time off during their employment and failing to pay all vested, accrued

paid time off (including but not limited to, all owed vacation pay/paid time off paid at the final rate including non-discretionary compensation, including but not limited to, any owed shift differentials) to NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES upon separation of employment, in violation of California law, including but not limited to, Labor Code section 227.3.

Final Pay Violations: Labor Code section 201 requires employers to pay all wages earned and unpaid at the time of discharge, immediately upon discharge. California Labor Code section 201(a) provides, in relevant part, that “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” California Labor Code section 202(a) provides, in relevant part, that “[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.” Pursuant to Labor Code section 203, an employer that willfully fails to pay wages due an employee who is terminated or resigns must pay (in addition to the unpaid wages) a penalty equal to the employee's daily wages for each day, not exceeding 30 days, that the wages are unpaid. This 30-day waiting time penalty is recoverable under the PAGA via Labor Code Section 256. See, *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348 (2014); see also, *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal. App. 4th 365 (2005).

Based on information and belief, DEFENDANTS failed to timely pay NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES all wages that were due and owing upon termination or resignation. Based on information and belief, DEFENDANTS untimely provide final wages to NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES without regard to the timing requirements of Labor Code sections 201-202.

Upon separation of employment, NON-EXEMPT AGGRIEVED EMPLOYEES’ and EXEMPT AGGRIEVED EMPLOYEES’ final paychecks were not timely provided, were not timely provided with all owed vacation pay and/or paid time off and/or did not include all wages owed as they were devoid of, including but not limited to, all owed minimum wages, overtime wages, premium wages, vacation pay, all owed sick leave and/or paid time off wages at the properly accrued rates (including but not limited to, all owed vacation pay/paid time off paid at the final rate including non-discretionary compensation, including but not limited to, shift differentials).

Based on further information and belief, DEFENDANTS failed to timely provide all owed wages immediately upon discharge of employment. Based on information and belief, at times, NON-EXEMPT AGGRIEVED EMPLOYEES experienced breaks in employment caused by DEFENDANTS whereby NON-EXEMPT AGGRIEVED EMPLOYEES would not be called in for work for longer than a single pay period due to including but not limited to DEFENDANTS’ lack of work or lack of assignments. Such instances qualify as a discharge of employment. Yet, DEFENDANTS failed to timely pay all owed wages at the end of such periods of employment, in violation of including but not limited to Labor Code section 201-202.

These violations subject DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or 256. Each violation results in a *separate* civil penalty, for each EXEMPT AGGRIEVED EMPLOYEE and each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the statute provisions were violated.⁹

Violation of Labor Code Section 208: Labor Code Section 208 provides: Every employee who is discharged shall be paid at the place of discharge, and every employee who quits shall be paid at the office or agency of the employer in the county where the employee has been performing labor. All payments shall be made in the manner provided by law.

Based on information and belief, DEFENDANTS have a policy and practice of failing to provide NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES who are terminated with their final paychecks at the place of discharge and/or of failing to provide NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES with their final paychecks at the office or agency of DEFENDANTS in the county where the work was performed, in violation of Labor Code Section 208.

Business Expense Violations: California law requires employers to indemnify their employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of their duties or of their obedience to the directions of the employer. *See* Cal. Lab. Code § 2802(a) and all applicable Wage Orders, § 9 (b). Furthermore, “for purposes of [section 2802], the term ‘necessary expenditure or losses’ shall include all reasonable costs, including, but not limited to, attorneys’ fees incurred by the employee enforcing the rights granted by this section.”

Among other things, under California law, when tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft. *See* applicable IWC Wage Order, § 9 (b).

Among other things, under California law, when employees must use their personal cellphones for work-related purposes, the employer must reimburse them for a reasonable percentage of their cell phone bills. *See Cochran v. Schwan’s Home Services, Inc.* (2014) 228 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was required to use their personal cellphone for work-related purposes and not reimbursed for the use. *Id.* 1144-1145

California law also requires employers to reimburse employees for automobile expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear and tear on the vehicle. *See Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.

Further, “any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled to under the laws of this State.” *See* Cal. Lab. Code § 2804.

Based on information and belief, PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were improperly required to provide and maintain work tools that are supposed to be the responsibility of the employer.

Based on information and belief, DEFENDANTS shifted the costs of doing business onto NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES by requiring them to pay for their business expenses including but not limited to, uniforms/work clothing/work shoes/personal protective/safety gear and/or the use of NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES' personal vehicles and/or personal cell phones/mobile devices, internet and/or data usage for work-related purposes, including but not limited to, to receive and respond to work-related messages and/or phone calls.

For example, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES were required to use their personal cell phones/personal devices to carry out their assigned job duties, including but not limited to, for making, sending, receiving and/or responding to work-related calls and/or messages from supervisors and/or other employees regarding scheduling and/or other work tasks but were not reimbursed by DEFENDANTS at all and/or in full for these business expenses.

Based on information and belief, at times, NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES were required to download and use work-related applications on their personal cell phones / personal devices, including but not limited to, employee timekeeping applications, however, DEFENDANTS failed to reimburse NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES at all and/or in full for these business expenses, in violation of California law.

For example, PLAINTIFF was frequently required to respond to work-related calls and/or messages on PLAINTIFF's personal cell phone / mobile device but was not reimbursed by DEFENDANTS at all and/or in full for the business use of PLAINTIFF's personal cell phone / mobile device.

Also, at times, DEFENDANTS required PLAINTIFF to download and use work-related applications on PLAINTIFF's personal cell phone/mobile device (e.g., employee timekeeping applications), however, DEFENDANTS did not reimburse PLAINTIFF for these business expenses, in violation of California law. For example, during the relevant period, PLAINTIFF was required to use PLAINTIFF's personal cell phone / mobile device to carry out PLAINTIFF's assigned job duties, including without limitation, for clocking in and clocking out for PLAINTIFF's shifts, however, DEFENDANTS did not reimburse PLAINTIFF for this business use of PLAINTIFF's personal cell phone / mobile device, in violation of California law.

Based on information and belief, at times, NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES were not reimbursed for the business use of their personal vehicles, including but not limited to, reimbursement for mileage, wear and tear and/or cost of fuel when they were required to drive around and/or between job sites, and/or otherwise use their personal vehicles in carrying out the duties assigned by DEFENDANTS. As such, DEFENDANTS failed to compensate NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT

AGGRIEVED EMPLOYEES at the legally mandated Internal Revenue Service (IRS) per mile compensation rates in effect during the relevant period.

For example, DEFENDANTS failed to reimburse PLAINTIFF for the business use of PLAINTIFF's personal vehicle, including but not limited to, reimbursement for mileage, wear and tear and/or cost of fuel when PLAINTIFF was required to drive around and/or between job sites, and/or otherwise use PLAINTIFF's personal vehicle(s) in carrying out the duties assigned by DEFENDANTS. For example, based on information and belief, per DEFENDANTS' unlawful reimbursement policies and practices, DEFENDANTS would not provide any reimbursement to PLAINTIFF, other NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES for the business use of their personal vehicles unless a certain mileage/distance threshold was reached (e.g., in excess of a certain number of miles from DEFENDANTS' Irvine facilities/office(s)). As such, DEFENDANTS failed to compensate PLAINTIFF, other NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES at the legally mandated Internal Revenue Service (IRS) per mile compensation rates in effect during the relevant period.

As explained above, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were not reimbursed for DEFENDANTS' business use of their personal phones/mobile devices, personal vehicles and/or the cost of purchasing and/or maintaining work uniforms/work clothing/work shoes, personal protective/safety gear and/or hand tools/equipment required to carry out PLAINTIFF's assigned job duties.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were improperly required to pay for business expenses that are supposed to be the responsibility of DEFENDANTS.

As a pattern and practice, DEFENDANTS regularly failed to reimburse and indemnify NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES for business expenses. Pursuant to California Labor Code section 2802, PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were entitled to be reimbursed for all reasonable expenses associated with carrying out DEFENDANTS' orders and/or carrying out the duties assigned by DEFENDANTS.

As described herein, DEFENDANTS regularly failed to reimburse and indemnify PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES for all reasonable expenses associated with carrying out their job duties. DEFENDANTS' failure to provide PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES with full reimbursement for all reasonable expenses associated with carrying out their duties required that PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES subsidize and/or carry the burden of business expenses in violation of Labor Code section 2802.

Unlawful Agreements and/or Unlawful Waivers:

Unlawful Agreements

Labor Code section 432.5 provides that “no employer...shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer...to be prohibited by law.” Based on information and belief, DEFENDANTS required PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to unlawful conditions of employment including but not limited to unlawful non-solicitation/non-compete agreements, unlawful confidentiality and/or nondisclosure agreements, unlawful releases and/or waivers, including but not limited to, unlawful meal period waivers, unlawful forum selection clauses and/or choice of law provisions/agreements and/or unlawful criminal and/or financial checks as a condition of obtaining and/or continuing employment in violation of Labor Code section 432.5.

Labor Code section 432.6(a), provides that “a person shall not, as a condition of employment, continued employment, or the receipt of any employment-related benefit, require any applicant for employment or any employee to waive any right...”Based on information and belief, DEFENDANTS required NON-EXEMPT AGGRIEVED EMPLOYEES to sign meal period waivers that were universally signed as a condition of employment, including but not limited to, during the onboarding process. By requiring NON-EXEMPT AGGRIEVED EMPLOYEES to sign unlawful meal period waivers as a condition of obtaining and/or maintaining employment, DEFENDANTS violated Labor Code section 432.5. Further, these invalid waivers are otherwise unlawful under Labor Code section 432.6.

By requiring NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to unlawful provisions as a condition of employment, DEFENDANTS violated Labor Code section 432.5.

Conclusion

DEFENDANTS have violated the above-referenced California Labor Code provisions, the applicable IWC Wage Order, including but not limited to all applicable Wage Orders, as well as other laws, and is liable for all applicable premium wages, statutory and civil penalties, interest, attorneys’ fees, and costs. The civil penalties PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES seek to recover include, but are not limited to, the statutory and civil penalties specified above.

Labor Code § 2699.3 requires that a claimant send a certified letter (i.e. this NOTICE) to the employer in question and file an online claim to the LWDA setting forth the claims and the basis for the claims, thereby giving the LWDA an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this NOTICE is to satisfy the requirements created by Labor Code §§ 2699, 2699.3(a), 2699.3(b), 2699.3(c), and 2699.5, prior to seeking penalties and premium wages allowed by law for the aforementioned statutory violations in a civil action. We look forward to

determining whether the LWDA intends to take any action in reference to these claims. We kindly ask that you respond to this NOTICE according to the time frame contemplated by the code.

If the LWDA elects not to take any action with respect to any of the foregoing claims, PLAINTIFF will seek these penalties in a civil action, on behalf of PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES of DEFENDANTS within one year of the date of this letter as allowed by law.

Please advise if your office intends to investigate any of the factual and legal allegations and provide notice within sixty-five days of the date of this NOTICE to our office and to that of other charged parties. Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Kiara Bramasco, Esq.
Crosner Legal, PC
9440 Santa Monica Blvd., Ste. 301
Beverly Hills, CA 90210
Main: 866.276.7637
Fax: 310.510.6429
Email: kiara@crosnerlegal.com

Thank you for your attention to this matter.

Best Regards,

A handwritten signature in black ink that reads "Kiara Bramasco". The signature is written in a cursive, flowing style.

Kiara Bramasco, Esq.
CROSNER LEGAL, PC

Fwd: Thank you for submission of your PAGA Case.

From: **LWDA DO NOT REPLY** <lwdadonotreply@dir.ca.gov>
Date: Tue, Feb 11, 2025 at 12:14 PM
Subject: Thank you for submission of your PAGA Case.
To: plteam@crosnerlegal.com <plteam@crosnerlegal.com>

2/11/2025

LWDA Case No. LWDA-CM-1079261-25
Law Firm : Crosner Legal, P.C.
Plaintiff Name : Adan Serrano
Employer: Portermatt Electric, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: <https://www.dir.ca.gov/dosh/complaint.htm>

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Exhibit 4

Exhibit 5



Maria Monterrey <maria@crosnerlegal.com>

Thank you for your Court Complaint Submission.

1 message

DIR PAGA Unit <no-reply@formassembly.com>
To: PLteam@crosnerlegal.com

Mon, May 5, 2025 at 2:11 PM

05/05/2025 02:11:21 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Exhibit 6

ADAN SERRANO V. PORTERMATT ELECTRIC et al/
Orange County Superior Court Case No. 30-2025-01480077-CU-OE-CX

CROSNER LEGAL P.C.
SUMMARY OF ATTORNEY TIME / LODESTAR FEES

Total Attorneys' Hours:

Total Lodestar Fees:

ATTORNEYS	YEAR ADMITTED	POSITION	HOURS	HOURLY RATE	TOTAL
Brandon Brouillette	2010	Managing Partner	19.1	\$850	\$16,235.00
Zachary Crosner	2010	Principal	22.2	\$850	\$18,870.00
Kiara Bramasco	2018	Partner	.50	\$650	\$325.00
Chad Saunders	2008	Partner	45.5	\$800	\$36,400.00
Branden Hamilton	2011	Senior Associate	13.0	\$650	\$8,450.00
TOTAL**	--		100.3	--	\$80,280.00

***** This does not include anticipated attorney time to take the case through the approval process, attend the hearing and any supplemental hearings, provide supplemental briefings or declarations, work with defense counsel and settlement administrator regarding funding, distribution, tax forms, answer settlement group member questions, etc.***

**ADAN SERRANO V. PORTERMATT ELECTRIC et al/
Orange County Superior Court Case No. 30-2025-01480077-CU-OE-CX**

**Crosner Legal Time Report Detailed
Brandon Brouillette**

Attorney	Hourly Rate	Date	Time Spent	Fee	Description of Work Performed
Brandon Brouillette	\$850	5/9/25	.5	\$425.00	Review and analyze complaint
Brandon Brouillette	\$850	5/9/25	.1	\$85.00	Send email to Chad re case assignment
Brandon Brouillette	\$850	7/3/25	.1	\$85.00	Review redlines to stipulation
Brandon Brouillette	\$850	11/7/25	.3	\$255.00	Review and revise informal discovery demand
Brandon Brouillette	\$850	12/28/25	.1	\$85.00	Review email to expert
Brandon Brouillette	\$850	1/7/26	.1	\$85.00	Review mediation production
Brandon Brouillette	\$850	1/8/26	1.5	\$1,275.00	Review mediation production
Brandon Brouillette	\$850	1/19/26	1.5	\$1,275.00	Review and analyze case file and document production
Brandon Brouillette	\$850	1/19/26	2.0	\$1,700.00	Review and revise mediation brief
Brandon Brouillette	\$850	1/26/26	.2	\$170.00	Review and revise memo re mediation
Brandon Brouillette	\$850	1/26/26	8.5	\$7,225.00	Attend mediation
Brandon Brouillette	\$850	1/22/26	.2	\$170.00	Revise MOU
Brandon Brouillette	\$850	2/20/26	1.2	\$1,020.00	Review and revise settlement agreement
Brandon Brouillette	\$850	3/17/26	2.5	\$2,125.00	Review and revise motion for approval
Brandon Brouillette	\$850	5/6/26	.3	\$255.00	Draft joint statement
TOTAL:	--		19.1	\$16,235.00	

**ADAN SERRANO V. PORTERMATT ELECTRIC et al/
Orange County Superior Court Case No. 30-2025-01480077-CU-OE-CX**

**Crosner Legal Time Report Detailed
Zachary Crosner**

Attorney	Hourly Rate	Date	Time Spent	Fee	Description of Work Performed
Chad Saunders	\$800	5.22.25	.1	\$80.00	Email with Jess re case deadlines
Chad Saunders	\$800	5.22.25	3.2	\$2,560.00	Review case file and complaint
Chad Saunders	\$800	5.28.25	.2	\$160.00	Respond to OC email and review case deadlines
Chad Saunders	\$800	6.4.25	1.2	\$960.00	Review and analyze arbitration agreement
Chad Saunders	\$800	6.6.25	.1	\$80.00	Email to OC re setting up call
Chad Saunders	\$800	6.9.25	.3	\$240.00	Review Defendant's answer
Chad Saunders	\$800	6.13.25	.5	\$400.00	Reach out to mediators and circulate available dates
Chad Saunders	\$800	6.16.25	.4	\$320.00	Call with OC re case and mediation
Chad Saunders	\$800	6.18.25	.3	\$240.00	Email to OC re mediation with Glick
Chad Saunders	\$800	6.19.25	.3	\$240.00	Email to OC re stay and arbitration
Chad Saunders	\$800	6.30.25	.4	\$320.00	Confer with BB re case strategy
Chad Saunders	\$800	7.3.25	.4	\$320.00	Confer with OC re plan to stay case
Chad Saunders	\$800	7.3.25	.3	\$240.00	Revise stip to stay
Chad Saunders	\$800	7.7.25	.5	\$400.00	Reach out to mediators and circulate available dates
Chad Saunders	\$800	11.7.25	.5	\$400.00	Draft email to OC regarding informal mediation discovery
Chad Saunders	\$800	1.9.16	.2	\$160.00	Email exchange with expert regarding review of

**ADAN SERRANO V. PORTERMATT ELECTRIC et al/
Orange County Superior Court Case No. 30-2025-01480077-CU-OE-CX**

					records
	\$800	1.16.25	.5	\$400.00	Review expert analysis
Chad Saunders	\$800	1.16.25	3.3	\$2,640.00	Review mediation records sent by OC
Chad Saunders	\$800	1.18.25	5.2	\$4,160.00	Draft mediation brief
Chad Saunders	\$800	1.22.25	7.4	\$5,920.00	Draft mediation brief
Chad Saunders	\$800	1.25.25	1.0	\$800.00	Draft mediation memo and confer with BB
Chad Saunders	\$800	1.26.25	8.5	\$6,800.00	Mediation with Glick
Chad Saunders	\$800	1.27.25	.8	\$640.00	Revise MOU and draft email to OC re MOU
Chad Saunders	\$800	2.16.25	8.5	\$6,800.00	Draft and finalized PAGA Settlement Agreement
Chad Saunders	\$800	3.3.25	.2	\$160.00	Email exchange with Simpluris
	\$800	3.9.25	.2	\$160.00	Email to settlement team re approval motion
Chad Saunders	\$800	4.27.25	1.0	\$800.00	Review Defendant's edits to approval motion
TOTAL:	--		45.5	\$36,400.00	

**ADAN SERRANO V. PORTERMATT ELECTRIC et al/
Orange County Superior Court Case No. 30-2025-01480077-CU-OE-CX**

**Crosner Legal Time Report Detailed
Branden Hamilton**

Attorney	Hourly Rate	Date	Time Spent	Fee	Description of Work Performed
Branden Hamilton	\$650	12.18.24	.1	\$65.00	Review signed retainer
Branden Hamilton	\$650	12.26.24	.1	\$65.00	Review draft records request /email re same
Branden Hamilton	\$650	2.6.25	.1	\$65.00	Review request for records ext and response
Branden Hamilton	\$650	2.11.25	4.9	\$3,185.00	Draft PAGA Notice, internal email re filing, mailing and calendaring exhaustion deadline
Branden Hamilton	\$650	2.20.25	.2	\$130.00	Preliminary records review
Branden Hamilton	\$650	4.28.25	1.5	\$975.00	Records review, internal communications re claims
Branden Hamilton	\$650	4.28.25	1.1	\$715.00	Review file, draft follow-up questions for client, internal discussions re same
Branden Hamilton	\$650	4.30.25	4.7	\$3,055.00	Draft PAGA Complaint, send internally for review, internal discussion re claims/venue
Branden Hamilton	\$650	5.1.25	.2	\$130.00	Draft PAGA Complaint filing email, review and approve filing docs
Branden Hamilton	\$650	5.5.25	.1	\$65.00	Review judicial assignment
TOTAL:	--		13.0	\$8,450.00	--

**Crosner Legal Time Report Detailed
Kiara Bramasco**

Attorney	Hourly Rate	Date	Time Spent	Fee	Description of Work Performed
Kiara Bramasco	\$650		0.50	\$325.00	Preliminary records review

**ADAN SERRANO V. PORTERMATT ELECTRIC et al/
Orange County Superior Court Case No. 30-2025-01480077-CU-OE-CX**

TOTAL:	\$650		0.50	\$325.00	
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**Crosner Legal Time Report Detailed
Zachary Crosner**

Attorney	Hourly Rate	Date	Time Spent	Fee	Description of Work Performed
Zachary Crosner	\$850.00	12/19/2024	0.8	\$680.00	Reviewed intake
Zachary Crosner	\$850.00	12/30/2024	1.1	\$935.00	Reviewed records request/research entities
Zachary Crosner	\$850.00	1/8/2025	0.7	\$595.00	Internal discussion
Zachary Crosner	\$850.00	2/8/2025	2.7	\$2,295.00	Revised/revised PAGA Notice
Zachary Crosner	\$850.00	4/27/2025	3.5	\$2,975.00	Revise/revise PAGA Complaint
Zachary Crosner	\$850.00	6/12/2025	0.8	\$680.00	Review def's Answer
Zachary Crosner	\$850.00	11/27/2025	1.2	\$1,020.00	Internal discussion re case status, mediation, etc.
Zachary Crosner	\$850.00	1/18/2026	4.1	\$3,485.00	Review def's mediation production & expert analysis
Zachary Crosner	\$850.00	1/20/2026	4.4	\$3,740.00	Review/revise mediation brief
Zachary Crosner	\$850.00	1/29/2026	0.5	\$425.00	Post-settlement internal discussion
Zachary Crosner	\$850.00	2/25/2026	2.2	\$1,870.00	Reviewed settlement agreement

**ADAN SERRANO V. PORTERMATT ELECTRIC et al/
Orange County Superior Court Case No. 30-2025-01480077-CU-OE-CX**

TOTAL:		--	22	\$18,700.00	
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Exhibit 7



Berger Consulting Group
P.O. Box 261954
Encino, CA 91426

INVOICE DATE: 2/4/2026
DUE DATE: 3/7/2026
INVOICE # 17271
FOR: Serrano v
Portermatt Electric

Bill To:
Crosner Legal

DESCRIPTION	AMOUNT
Serrano v Portermatt Electric (13.40 hours @ 575/hr Rate)	\$7,705.00
TOTAL	\$7,705.00

Please make all checks payable to: Berger Consulting Group, LLC
P.O. Box 261954
Encino, CA 91426

For invoice inquiries or information regarding electronic payment: accounting@bergerconsultinggroup.com

INVOICE

INVOICE
Due Upon Receipt

Chad A. Saunders, Esq.
Crosner Legal, P.C.

Invoice Number: 669513
Invoice Date: 7/21/2025
JW Case: A332055
Case Manager: Jenna Schumacher

Adan Serrano, et al. vs. Portermatt Electric, Inc.
Neutral: Gail A. Glick, Esq.
Your Office Case Number: 01617-Serrano

Description	Hours	Rate	Fee	Share	Total
Case Management Fee	-	\$450.00	\$450.00	-	\$450.00
Full Day Rate - 1/26/2026	-	\$1,680.00	\$16,800.00	1/2	\$8,400.00
Please Note:			Total Due Now:		\$8,850.00
FULL DAY RATE: Covers a maximum 10 hours of time inclusive of review/preparation. Any additional time will be billed at the mediator's hourly rate of \$1,680.					

Remittance Instructions:

Please reference invoice 669513 on your check made payable to Judicate West and mail to
1851 East First Street, Suite 1600, Santa Ana, CA 92705.

To pay online via ACH or credit card please visit: www.judicatewest.com/Resource/Payment

JW's Tax ID: 33-0626684. JW's W-9 is available online under "Resources" at www.JudicateWest.com

Invoices are due upon receipt to secure your reserved date(s).

Any retainers billed are for additional time required including, but not limited to, review, preparation, and/or post session neutral services. Any unused retainer will be refunded. Please refer to your Services Agreement or Neutral Fee Schedule for information regarding cancelation/continuance deadlines.

All filing fees and the initial case management fee are non-refundable.

For arbitration matters, indigent consumers as defined by Cal. Code Civ. Proc. § 1284.3(b)(1) may obtain a waiver of JW's filing fees and case management fees.

Please contact a JW Case Manager for more information.

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