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February 4, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/308>)

Subject: *Kathy Koras v. Presents Temp Services, LLC, et al.*

Dear PAGA Administrator:

This office represents Kathy Koras in connection with her claims under the California Labor Code. Ms. Koras was an employee of PRESENTS TEMP SERVICES, LLC; AEG PRESENTS LLC; ANSCHUTZ ENTERTAINMENT GROUP, INC.; GOLDENVOICE, LLC; and/or NEW C.A.P.S, LLC. For the purpose of this letter, Ms. Koras collectively refers to these entities as “AEG.”

The employers may be contacted directly at the addresses below:

PRESENTS TEMP SERVICES, LLC
425 W. 11TH ST.
LOS ANGELES, CA 90015

AEG PRESENTS LLC
800 W. OLYMPIC BLVD, STE. 305
LOS ANGELES, CA 90015

ANSCHUTZ ENTERTAINMENT GROUP, INC.
800 W. OLYMPIC BLVD, STE. 305
LOS ANGELES, CA 90015

GOLDENVOICE, LLC
800 W. OLYMPIC BLVD, STE. 305
LOS ANGELES, CA 90015

NEW C.A.P.S, LLC
2300 W. EMPIRE AVE, FLOOR 5
BURBANK, CA 91504

Ms. Koras intends to seek civil penalties, attorneys’ fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Ms. Koras seeks relief on behalf of herself, the State of California, and other persons who are or were employed by AEG as a non-exempt, hourly paid employee in California and who received at least one wage statement (“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

AEG employed Ms. Koras as an hourly paid, non-exempt employee from approximately September 2023 to April 2024. Ms. Koras worked for AEG as a Stagehand at various music festival venues throughout California. During her employment, Ms. Koras typically worked six (6) to twelve (12) hours or more hours per day, for a varied number of days per week. By the end of her employment, Ms. Koras was compensated approximately \$23.00 per hour. Her job duties included, without limitation, building and taking down stages, lighting, sound equipment, and decorations at concerts and other performances.

AEG committed each of the following Labor Code violations against Ms. Koras, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

AEG’s Company-Wide and Uniform Payroll and HR Practices

PRESENTS TEMP SERVICES, LLC; AEG PRESENTS LLC; and NEW C.A.P.S, LLC are Delaware limited liability companies. ANSCHUTZ ENTERTAINMENT GROUP, INC. is a Colorado corporation, and GOLDENVOICE, LLC is a California limited liability company. Together, they are a global sporting and music entertainment presenter. Upon information and belief, AEG maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Burbank or Los Angeles, California, for all non-exempt, hourly paid employees working for AEG in California, including Ms. Koras and other aggrieved employees. At all relevant times, AEG issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Koras and other aggrieved employees, regardless of their location or position.

Upon information and belief, AEG maintains a centralized Payroll department at its corporate headquarters in Burbank or Los Angeles, California, which processes payroll for all non-exempt, hourly paid employees working for AEG in California, including Ms. Koras and other aggrieved employees. Further, AEG issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Koras and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, AEG utilized the same methods and formulas when calculating wages due to Ms. Koras and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required

¹ These facts, theories, and claims are based on Ms. Koras’ experience and counsel’s review of those records currently available relating to Ms. Koras’ employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Ms. Koras reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

AEG willfully failed to pay all overtime wages owed to Ms. Koras and other aggrieved employees. During the relevant time period, Ms. Koras and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

During the relevant time period, AEG had, and continues to have, a company-wide policy and/or practice of requiring Ms. Koras and other aggrieved employees to perform tasks off-the-clock before and after their scheduled shifts. For example, AEG required Ms. Koras and other aggrieved employees to travel to distant venues and other work locations, but did not compensate them for their time spent traveling to and from these locations. For example, AEG required Ms. Koras to travel between approximately 40 minutes to three (3) hours or more each way from her home in Long Beach, California, to and from various entertainment venues and festival grounds, including, but not limited to, those in Coachella, Indio, Riverside, and Los Angeles, California. In addition, after arriving at the jobsites, Ms. Koras and other aggrieved employees were required to attend a pre-shift meeting that lasted about ten (10) to fifteen (15) minutes. However, Ms. Koras and other aggrieved employees were not allowed to clock in until after arriving at the assigned site and attending the pre-shift meeting, and thus were not paid for any time spent traveling to or from the distant jobsite or attending the meeting. Thus, AEG failed to track the time Ms. Koras and other aggrieved employees spent working before and after their scheduled shifts, and Ms. Koras and other aggrieved employees received no compensation for this time.

AEG knew or should have known that as a result of these company-wide practices and/or policies, Ms. Koras and other aggrieved employees were performing their assigned duties off-the-clock before and after their shifts, and were suffered or permitted to perform work for which they were not paid. Because Ms. Koras and other aggrieved employees regularly worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Koras and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

AEG's failure to pay Ms. Koras and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Koras and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring AEG into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 10-2001 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.” Cal. Code Regs. Tit. 8, § 11100(2)(H) (defining “Hours Worked”).

As set forth above, during the relevant time period, AEG had a company-wide policy and/or practice of requiring Ms. Koras and other aggrieved employees to perform various work-related tasks while off-the-clock before and after their shifts, including traveling to and from distant work locations and attending pre-shift meetings. Thus, AEG failed to track the time Ms. Koras and other aggrieved employees spent working off-the-clock, and Ms. Koras and other aggrieved employees received no compensation for this time.

Thus, AEG did not pay at least minimum wages for all hours worked by Ms. Koras and other aggrieved employees. Also, to the extent that these off-the-clock hours did not qualify for overtime premium payment, AEG did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, AEG regularly failed to pay at least minimum wages to Ms. Koras and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Koras and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring AEG into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee’s regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee’s regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

During the relevant time period, AEG had, and continues to have, a company-wide policy and/or practice of understaffing venues and jobsites while assigning heavy workloads, which has resulted in a lack of meal period coverage and prevented Ms. Koras and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. As a result of understaffing and pressure to meet setup deadlines, Ms. Koras and other aggrieved employees were required to continue to perform their duties without being able to take a timely, compliant meal period. Further, AEG had a company-wide practice and/or policy of failing to adhere to a schedule for meal periods,

which further caused Ms. Koras and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result, Ms. Koras and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, Ms. Koras sometimes had to take her meal periods late, after the fifth hour of her shift, due to the heavy workload.

As also stated, on information and belief, during the relevant time period, AEG maintained and implemented a company-wide on-premises meal period policy for employees, which mandated that Ms. Koras and other aggrieved employees remain on the jobsite's premises during the meal periods. Because Ms. Koras and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes. Thus, AEG effectively maintained control over Ms. Koras and other aggrieved employees during meal periods.

Further, AEG did not provide Ms. Koras and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. For example, on days where Ms. Koras worked in excess of 10 hours in one day, she was not provided with a second meal period. Ms. Koras and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

AEG knew or should have known that as a result of its company-wide policies and/or practices, Ms. Koras and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. AEG further knew or should have known that it did not pay Ms. Koras and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Moreover, AEG engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Koras and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

Accordingly, AEG failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Koras and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring AEG into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall

be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, AEG regularly failed to authorize and permit Ms. Koras and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, AEG’s company-wide practices, including understaffing and assigning heavy workloads, prevented Ms. Koras and other aggrieved employees from being relieved of all duty to take rest periods. Additionally, AEG failed to schedule rest periods, which, coupled with AEG’s failure to provide adequate rest period coverage, further led to Ms. Koras and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, AEG maintained a company-wide on-premises rest period policy, which effectively required that Ms. Koras and other aggrieved employees remain on the jobsite’s premises during their rest periods. Because Ms. Koras and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, AEG effectively maintained control over Ms. Koras and other aggrieved employees during rest periods.

As a result of AEG’s practices and policies, Ms. Koras and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Ms. Koras sometimes had to forgo her rest periods because of the lack of rest period coverage and AEG’s failure to schedule rest periods for employees.

AEG also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Koras and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, AEG failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Koras and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring AEG into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. AEG has not provided Ms. Koras and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in

226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, AEG has knowingly and intentionally provided Ms. Koras and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, AEG issued uniform wage statements to Ms. Koras and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, AEG violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because AEG did not record the time Ms. Koras and other aggrieved employees spent working off-the-clock, AEG did not list the correct amount of gross wages and net wages earned by Ms. Koras and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, AEG failed to accurately list the total number of hours worked by Ms. Koras and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list 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; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), AEG willfully failed to maintain accurate payroll records for Ms. Koras and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate

time records showing when the employee begins and ends each work period and meal period. During the relevant time period, AEG engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Koras and other aggrieved employees, in violation of section 1198. Also, in light of AEG's failure to provide Ms. Koras and other aggrieved employees with second 30-minute meal periods to which they were entitled, AEG kept no records of meal start and end times for second meal periods.

Because AEG failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Koras and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Koras and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Koras and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring AEG into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, AEG failed to pay Ms. Koras and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Ms. Koras and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring AEG into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable

not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (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.

On information and belief, AEG has a company-wide practice or policy of paying departing employees their final wages late, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Ms. Koras was terminated from her employment on or around April 18, 2024; however, she received her final paycheck several days later, on or around April 22, 2024. Thus, AEG failed to pay Ms. Koras her final wages immediately, in violation of California Labor Code section 201.

In addition, AEG willfully failed to pay Ms. Koras and other aggrieved employees who are no longer employed by AEG all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving AEG's employ.

Ms. Koras and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring AEG into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 10-2001, provides that: "[w]hen 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 the 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."

First, during the relevant time period, Ms. Koras and other aggrieved employees were required to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties, but AEG failed to reimburse them for the costs of their work-related mobile device expenses. For example, Ms. Koras was required to download a timekeeping application called Workforce onto her personal cellular phone to clock in and out for her shifts and for meal periods. Additionally, Ms. Koras was also required to use her personal cellular phone and mobile data for GPS navigation in traveling to AEG's jobsites. Although AEG required Ms. Koras and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, AEG failed to reimburse them for these costs.

Second, during the relevant time period, AEG required Ms. Koras and other aggrieved employees to purchase supplies and equipment necessary for the performance of their duties, but failed to reimburse them for their out-of-pocket costs. For example, Ms. Koras purchased the following tools and safety equipment because AEG failed to provide her with the necessary tools and safety equipment, which they required employees to wear while completing their assigned duties: \$80 on safety boots, \$20 on a wrench and electrical tape, \$20 on a hard hat, and \$10 on a reflective vest. Although AEG required Ms. Koras and other aggrieved employees to use tools for the performance

of their job and to wear protective boots, hard hats, and reflective vests, AEG failed to reimburse them for these costs.

AEG could have provided Ms. Koras and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices and supplies and equipment; or, AEG could have reimbursed employees for the costs of their mobile device usage and their supply and equipment expenses. Instead, AEG passed these operating costs onto Ms. Koras and other aggrieved employees. At all relevant times, Ms. Koras did not earn at least two (2) times the minimum wage.

Thus, AEG had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Koras and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring AEG into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code section 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” AEG, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Koras’ and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Ms. Koras seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194, 2699(a), 2699(k), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Koras, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against AEG for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Ms. Koras seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Sairah Budhwani
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, reading "Sairah Budhwani". The signature is fluid and cursive, with a small dot at the end.

Sairah Budhwani

Copy: PRESENTS TEMP SERVICES, LLC (via U.S. Certified Mail); AEG PRESENTS LLC (via U.S. Certified Mail); ANSCHUTZ ENTERTAINMENT GROUP, INC. (via U.S. Certified Mail); GOLDENVOICE, LLC (via U.S. Certified Mail); NEW C.A.P.S, LLC (via U.S. Certified Mail)

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☐ Return Receipt (electronic)
☐ Restricted Mail

PRESENTS TEMP SERVICES, LLC
425 W. 11TH ST.
LOS ANGELES, CA 90015

PS Form 3811, April 2015 PSN 7530-02-000-9053

See Reverse for Instructions

4272 9042 0000 0742 2202

PRESENTS TEMP SERVICES, LLC
425 W. 11TH ST.
LOS ANGELES, CA 90015

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece.

PRESENTS TEMP SERVICES, LLC
425 W. 11TH ST.
LOS ANGELES, CA 90015



2. A-6590-0440 0000 2406 2174

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
☒ Addressee
B. Received by (Printed Name) C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

7022 2410 0000 2406 2174

PS Form 3811, July 2020 PSN 7530-02-000-9053

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2406 2167

AEG PRESENTS LLC
800 W. OLYMPIC BLVD, STE. 305
LOS ANGELES, CA 90015

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece.

AEG PRESENTS LLC
800 W. OLYMPIC BLVD, STE. 305
LOS ANGELES, CA 90015



2. AEG PRESENTS LLC
800 W. OLYMPIC BLVD, STE. 305
LOS ANGELES, CA 90015

7022 2410 0000 2406 2167

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
☒ Agent
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$

Postage
☐ Certified
☐ Adult
☐ Adult

Total Po

Sent To

Street

City, Sta

AEG PRESENTS LLC
800 W. OLYMPIC BLVD, STE. 305
LOS ANGELES, CA 90015

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2406 2150

ANSCHUTZ ENTERTAINMENT
GROUP, INC.
800 W. OLYMPIC BLVD, STE. 305
LOS ANGELES, CA 90015

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece.

ANSCHUTZ ENTERTAINMENT
GROUP, INC.
800 W. OLYMPIC BLVD, STE. 305
LOS ANGELES, CA 90015



2 4954018492770672122158743

7022 2410 0000 2406 2150

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
☒ Addressee

B. Received by (Printed Name) C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type
☐ Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2406 2143

GOLDENVOICE, LLC
800 W. OLYMPIC BLVD, STE. 305
LOS ANGELES, CA 90015

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
Postmark

GOLDENVOICE, LLC
800 W. OLYMPIC BLVD, STE. 305
LOS ANGELES, CA 90015

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

2202 2410 0000 2406 2143

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece.

GOLDENVOICE, LLC
800 W. OLYMPIC BLVD, STE. 305
LOS ANGELES, CA 90015



2 7022 2410 0000 2406 2143

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐ Addressee
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

- Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail[®]
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Priority Mail Express[®]
 - ☐ Registered Mail[™]
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation[™]
 - ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2406 2136

NEW C.A.P.S, LLC
2300 W. EMPIRE AVE, FLOOR 5
BURBANK, CA 91504

U.S. Postal Service[™]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy)
☐ Return Receipt (electronic)
Postmark

KORAC V,
PRESENTS

NEW C.A.P.S, LLC
2300 W. EMPIRE AVE, FLOOR 5
BURBANK, CA 91504

PS Form 3800, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions

9512 9042 0000 0142 2202

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece.

NEW C.A.P.S, LLC
2300 W. EMPIRE AVE, FLOOR 5
BURBANK, CA 91504



2. A 9590 940 7 2410 0000 2406 2136

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☒ Addressee
B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type
☐ Adult Signature
☐ Certified Mail[®]
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Registered Mail[™]
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation[™]
☐ Signature Confirmation Restricted Delivery
☐ Priority Mail Express[®]

Domestic Return Receipt

7022 2410 0000 2406 2136

PS Form 3811, July 2020 PSN 7530-02-000-9053