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Attorneys for Christian Lemuel Jimenez,
individually and on behalf of all others similarly situated

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

CHRISTIAN LEMUEL JIMENEZ, individually and on behalf of all others similarly situated, Plaintiff, v. CRAFT AND TECHNICAL SOLUTIONS, LLC; and DOES 1 through 100, Defendant.	Case No. 25CU047876C **DECLARATION OF MANNY STARR IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT** **Date**: December 18, 2026 **Time**: 9:00 a.m. **Department**: C-73 **Reservation**: 102366

I, Manny Starr, declare as follows:

1. I am an attorney law duly admitted to practice before all courts in the State of California and am the managing partner of Frontier Law Center. I am one of the attorneys of record for Plaintiff Christian Jimenez ("Plaintiff"), on behalf of himself and all aggrieved employees, in the above-entitled action. I have personal knowledge of the matters set forth herein, and if called upon as a witness to testify thereto, I could and would competently do so.

PROCEDURAL HISTORY

2. On May 20, 2025, Plaintiff uploaded a PAGA letter to the LWDA website and sent the letter by certified mail to Defendant, alleging that Defendant violated the Labor Code with regard to overtime, sick pay, wage statements, and waiting time penalties.

3. A true and correct copy of the original PAGA notice letter is attached hereto as **Exhibit 1**.

4. On September 10, 2025, Plaintiff filed a complaint alleging minimum wage violations, overtime violations, wage statement violations, waiting time penalties, and PAGA penalties, among his individual causes of action.

5. On October 13, 2025, Defendant filed a Motion to Compel Arbitration.

6. As Plaintiff intended to oppose the Motion to Compel Arbitration, the Parties entered into a Joint Stipulation to Stay Proceedings Pending Mediation for 60 days after their scheduled mediation.

7. Thereafter, on April 14, 2026, the Parties participated in a full day of mediation before experienced employment mediator the Hon. Peter D. Lichtman (Ret.).

8. The mediation was successful.

9. A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 2**.

10. Prior to the mediation, and in order to work toward a mediated resolution without the time and expense of formal discovery, the Parties produced voluminous documents and data (including, by Defendant, human resources documents and policies, time records, and payroll data during the PAGA Period) which were reviewed, investigated, and analyzed by Plaintiff's Counsel.

11. On June 4, 2026, Plaintiff uploaded a supplemental PAGA letter to the LWDA website and sent the letter by certified mail to Defendant, alleging that Defendant violated the Labor Code with regard to minimum wages, overtime, sick pay, wage statements, and waiting time penalties.

12. A true and correct copy of the Amended PAGA notice letter is attached hereto as **Exhibit 3**.

13. Plaintiff is submitting a copy of the Settlement and this motion to the LWDA through the LWDA's online filing system in conjunction with filing this motion.

FACTS

14. Defendant is a technical staffing contractor providing skilled trade labor, including riggers, welders, and shipyard craftsmen, to commercial and government clients throughout the

United States. Plaintiff worked for Defendant as a first class rigger. At all times during his employment, Plaintiff was a full-time, hourly, non-exempt employee.

15. According to Defendant's records, and extrapolated through the date of mediation, it has employed 407 Aggrieved Employees from May 20, 2024, through April 14, 2026, and that there are paychecks issued for a total of approximately 10,259 pay periods worked for that same time period.

16. Defendant denies and continues to deny all of Plaintiff's material allegations and all allegations of wrongdoing arising out of the employment relationship between the Parties, including the Aggrieved Employees. The Parties intend merely to avoid the expense, delay, uncertainty, and burden of continued litigation.

17. Counsel for the Parties have further investigated the applicable law as applied to the facts discovered regarding Plaintiff's claims, the defenses thereto, and the Labor Code violations claimed by Plaintiff. Based on their own independent investigations and evaluations, the Parties and their respective counsel are of the opinion that the Settlement for the consideration and on the terms set forth in this motion are fair, reasonable and adequate and are in the best interests of Plaintiff, the Aggrieved Employees, and Defendant in light of all known facts and circumstances and the risks inherent in litigation.

18. The Parties further recognize that the issues presented in the Representative PAGA Claim are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the maximum potential benefits.

19. Plaintiff alleges that the Aggrieved Employees were not compensated for all hours worked, including hours worked off the clock and during periods when had passed through security checkpoints and walked through the premises but had not yet clocked in.

20. Plaintiff was required to undergo employer-mandated security screenings before clocking in and after clocking out, averaging about twenty minutes per day. Because Defendant required, controlled, and benefited from this time, Plaintiff alleges that it constitutes compensable work time under California law.

21. Aggrieved Employees should have received compensation for time spent undergoing the security check itself, travel time from the security checkpoint to the employee's work station or time clock, and any waiting time that may occur during this process, such as a queue.

22. Defendant contends that liability does not attach for the following reasons: (1) security is required and conducted by third party worksites: in this case, a federal defense contractor with unique security standards, (2) bag checks were merely cursory and did not result in any meaningful delay, and (3) Defendant's written timekeeping policies are compliant.

23. Defendant argues that the security process at Plaintiff's assigned workplace was brief, minimally intrusive, and usually involved employees simply showing badges while walking through security gates. It asserts that there were no prolonged waits, detailed inspections, mandatory bag searches, or significant employer control.

24. Defendant contends that the security measures exist because Plaintiff's workplace is a federal defense contractor subject to compulsory safety and security requirements; because the screenings allegedly benefit the U.S. Navy and federal security interests, Defendant argues they are unlike employer-driven anti-theft screenings found compensable in other cases.

25. Defendant further argues that the challenged security procedures are specific to Plaintiff's workplace and do not apply to all allegedly Aggrieved Employees.

26. Plaintiff also received work-related communications from supervisors during off-hours one to three times per week, lasting five to ten minutes each. This was additional compensable work time for which Defendant failed to pay him.

27. Defendant's own handbook prohibited off-the-clock work and required non-exempt employees to record all time worked; thus, Plaintiff alleges that Defendant violated its own policies by causing Plaintiff to perform work without recording or compensating that time.

28. Defendant requires employees to accurately record all hours worked, including any unscheduled work, and to immediately report corrections. Because Defendant pays employees based on the time they submit, it contends that any failure to record time was contrary to policy and not caused or tolerated by Defendant.

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29. Defendant's policies expressly prohibit non-exempt employees from working during unscheduled hours and prohibit supervisors from soliciting or tolerating off-the-clock work; Defendant argues this defeats Plaintiff's claim that the company had a policy or practice of requiring unpaid work.

30. Defendant further denies having any policy or practice requiring employees to engage in substantial off-duty communications about scheduling or assignments; it argues that schedules were communicated in advance by supervisors or worksite managers, and Plaintiff's alleged communications do not establish compensable off-the-clock work.

31. Defendant argues that much of the work occurred on naval vessels or federally controlled land, where California wage-and-hour laws, including PAGA, do not apply. Therefore, Defendant contends Plaintiff cannot recover penalties or wages under California law for work performed on those federal enclaves.

32. The wage statement violations are derivative of the unpaid time and meal and rest break violations.

33. Because this claim is purely derivative, defeating liability on the underlying claim also defeats liability on the Wage Statement claim.

34. Even if the underlying claim prevails, Defendants could counter that any alleged omission of information from the wage statements was not knowing and intentional, which could negate wage statement penalties.

35. Like the wage statement claims, Defendants will likely argue that the failure to pay was not willful, that it disputes that any wages were due, that violations were minimal, and that the Aggrieved Employees were not following company procedure.

THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

36. I have substantial experience in class action and PAGA litigation, particularly in the area of employment law. Over the course of my legal career, I have represented thousands of plaintiffs in employment law litigation, both on an individual and class action basis.

37. Based on my experience, I believe that the settlement reached in this matter is fair, reasonable, and adequate.

38. The PAGA case settled for $175,000, which is an excellent result given the inherent risks of litigation, and in light of the facts of this case.

39. The maximum liability for the off-the-clock work claim is 10,259 x $100 (Labor Code 1197.1) = $1,025,900.

40. Due to the multiple arguments for Defendant, a risk adjustment to 20% of the maximum potential liability for this claim is appropriate. The risk-adjusted liability of the minimum wage violation is $1,025,900 × 0.25 = $205,180.

41. The maximum liability for the overtime violation claim is 10,259 x $100 (Labor Code 2699) = $1,025,900.

42. Due to the multiple arguments for Defendant, a risk adjustment to 5% of the maximum potential liability for this claim is appropriate. The risk-adjusted liability of the overtime violation is $1,025,900 × 0.05 = $51,295.

43. Assuming a violation on every single wage statement over the 10,259 pay periods at issue, the maximum theoretical value of this claim is (10,259 x $50 per initial violation) = $512,950.

44. Plaintiff estimates that the risk-adjusted liability on the wage statement claim is only 20% of its maximum value, or $102,590.

45. Based on the data regarding the number of Aggrieved Employees who are no longer employed by Defendants, Plaintiff estimates the maximum liability for the estimated 345 former employees to be $34,500 at $100 per Aggrieved Employee.

46. Plaintiff evaluates the risk-adjusted value of the waiting time penalties claim to be 25% or $8,625.

47. The Settlement of $175,000 (6.7% of maximum liability, 47.6% of risk adjusted liability) represents a fair, adequate, and reasonable compromise amount for these claims and is in the best interest of Plaintiff and Aggrieved Employees and thus, warrants approval.

48. The PAGA settlement and its terms are fair, just, reasonable, adequate, and equitable to Defendant, Plaintiff, and the State, especially in light of the current economic climate, and are the product of good faith, and informed arms-length negotiations between the Parties consistent with

public policy and fully comply with applicable provisions of law.

49. Plaintiff and each Aggrieved Employee shall receive a portion of the Aggrieved Employee Payment on a pro-rata basis by the ratio of (i) the number of pay periods worked by the Aggrieved Employee during the release period and (ii) the total number of pay periods worked by all Aggrieved Employees during the release period. The average Aggrieved Employee will receive $71.81.

50. Considering the general risks of litigation, such as the time-value of money, degradation of witness memory over time, inability to find witnesses, etc., Plaintiff is confident that she has achieved an excellent result for the Aggrieved Employees.

51. The stated purpose of PAGA is to punish and deter, and PAGA's purpose is effectuated by way of this settlement, with Defendant paying out a sum total of $175,000 in conjunction with this lawsuit. Therefore, the total amount attributed to PAGA penalties under this settlement of $175,000 is fair and reasonable.

52. This settlement will be uploaded onto the LWDA website at the time of filing the Motion pursuant to the requirement under Labor Code section 2699(s)(2).

53. I am not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by this settlement.

ATTORNEY'S EXPERIENCE

54. I have spent significant time researching and pursuing the claims that have been alleged in this action. The Parties engaged in a significant amount of informal discovery and engaged experts. The parties engaged in arm's length negotiations through an experienced employment law mediator. Based on my review of all the documents and information and based on my experience in complex class and representative employment litigation, I believe this settlement to be fair, adequate, and reasonable.

55. I was retained based upon a contingency fee arrangement wherein Plaintiff's counsel agreed to advance all costs and receive no fee unless a recovery was accomplished. Specifically, had Plaintiff failed to prevail in this case, counsel for Plaintiff would have spent a significant amount of time, money and other resources without any benefit or return. In addition, had Plaintiff

failed to prevail in the present case, Defendants would have been able to seek costs in connection with their defense of the case.

56. In terms of my experience in this field, I have been named as Class Counsel in several Class Actions, and have been lead counsel in numerous representative PAGA settlements that have been granted approval, including the following:

a. *Joshua Albright, et al. v. Loma Linda Shared Services*, Case No. CIVDS1818361: Class action and PAGA case involving failure to pay wages, meal and rest break violations, and failure to indemnify work related expenses; $600,000.00 settlement; final approval granted;

b. *Tri Nguyen v First Alarm Security & Patrol, Inc.*, Case No. 18CV332369: class action and PAGA case on behalf of security guards involving various wage and hour issues; $7,250,000 settlement; final approval granted;

c. *Ronnie McNeal v. Platinum Security, Inc.*, Case No. 19STCV05709: PAGA action on behalf of security guards involving meal and rest break violations and failure to pay wages in a timely manner; $300,000 settlement; PAGA settlement approved;

d. *Mervyn Cole v. Saucey, Inc.*, Case No. BC707895: class action and PAGA case involving misclassification of employees and other wage and hour issues; $590,000 settlement; final approval granted;

e. *James Rushing v. Security Intelligence Specialist Corporation*, Case No. 18-civ-1808, class action and PAGA case on behalf of security guards for breaks and wage statement violations; $480,000 settlement; final approval granted;

f. *Anthony Gaines, et al. v. Triple Canopy, Inc.*, l Case No. 9CV345l69, class action and PAGA case on behalf of approximately 550 security guards relating to meal and rest break violations and other wage and hour issues; $2,300,000 settlement; final approval granted;

g. *Veronica Espinoza v. Sharp HealthCare*, Case No. 37-2018-00034031-CU-OE-CTL, class action and PAGA case on behalf of hospital employees relating to meal and rest break violations, among other things; $2,125,000 settlement; final approval granted;

h. *Wendy Navarro Garcia v. Widdicombe Enterprises, Inc.*, Case No. 30-2021-01235358-CU-OE-CXC: Class action and PAGA case involving failure to provide compliant meal and rest breaks, failure to pay overtime at the correct regular rate, failure to provide accurate itemized wage statements, and failure to pay all wages due at time of termination; $1,200,000 settlement; final approval granted;

i. *Samuel Nudelman v. Heartland Steel Products West LLC*, Case No. STK-CV-UOE-2022-0003348: Class action and PAGA case involving failure to pay overtime at the correct regular rate, unpaid meal and rest period premiums, failure to provide compliant off-premises meal and rest periods, and failure to provide compliant wage statements; $1,032,500 settlement; final approval granted;

j. *Renee Bullock v. Atria Management Company, LLC*, et al., Case No. CU22-086285: PAGA case involving failure to provide compliant meal and rest breaks, failure to properly account for non-discretionary bonuses in the regular rate of pay for calculating overtime, failure to provide accurate itemized wage statements, and failure to pay all wages due at time of termination; $1,695,000 settlement; PAGA approval granted;

k. *Robert Anthony Gonzalez v. Golden Gate Bell, LLC*, Case No. MSC21-00956: Class action and PAGA case involving off-the-clock work, failure to reimburse expenses, failure to provide reporting time pay, meal and rest break violations, and various wage statement and penalty claims; $4,500,000 settlement; final approval granted; and

l. *Raul Antonio Castro v. Clay Lacy Aviation, Inc.*, Case No. 21VECV00304: PAGA case involving various wage and hour violations; $760,000 settlement; PAGA approval granted.

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FEES AND COSTS

57. Plaintiff's counsel represents Plaintiff on a straight contingency basis. Plaintiff counsel's request for $61,250 in attorney fees and $15,000 in litigation costs is fair and reasonable.

58. Plaintiff's counsel will recover actual costs from the $15,000 litigation cost award.

59. This award is justified here because Plaintiff's counsel achieved a strong result for the Aggrieved Employees and the State while bearing the substantial burdens of contingency representation.

60. The requested fee award is justified by the work performed, especially in a matter as complex as the Action, with its extensive number of Parties, Aggrieved Employees, and PAGA Pay Periods.

61. The fee award represents Plaintiff's counsel's current lodestar of $63,682.50 with a multiplier of 0.96, with additional work to be performed such that the multiplier will ultimately be less than 0.96.

62. The litigation costs as of the date of execution of this declaration total $13,539.69 and include the following, among others: $75.00 filing fee for filing the PAGA notice; $11,926.25 for Plaintiff's portion of mediation fees; $19.28 in mailing fees; $566.44 in Court filing fees and service charges; $647.20 in Complaint filing; and $75.00 for process service. All of these costs are documented and reasonably incurred.

63. A true and correct copy of Plaintiff's current costs is attached hereto as **Exhibit 4**.

64. Plaintiff's counsel requested a quote from a reputable settlement administrator with whom Plaintiff's counsel had previously worked. The quote was from Phoenix Class Action Administration Solutions for $5,250. Plaintiff's counsel finds this quote reasonable.

I declare under penalty of perjury under the laws of California that the above is true and correct. Executed on the date below in Woodland Hills, California.

DATED: June 10, 2026

Manny Starr

MANNY STARR
Attorney for Plaintiff

EXHIBIT 1

FRONTIER Law Center

Manny Starr | Managing Partner
manny@frontierlawcenter.com
(818) 924-4260
23901 Calabasas Road, Suite 1084
Calabasas, CA 91302
www.frontierlawcenter.com

May 20, 2025

Via Online Filing
http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

Via Certified Mail
Craft and Technical Solutions, LLC
340 West 26th Street
Suite C
National City, CA 91950

Craft and Technical Solutions, LLC
3452 Pascagoula Street, Suite 1
Pascagoula, MS 39567

Subject: *Christian Jimenez v. Craft and Technical Solutions, LLC*

Dear Representative:

This office represents Christian Lemuel Jimenez ("Plaintiff") in connection with Labor Code violation claims related to their employment with Craft and Technical Solutions, LLC ("Employer"). Employer can be contacted at:

Craft and Technical Solutions, LLC
340 West 26th Street
Suite C
National City, CA 91950

Craft and Technical Solutions, LLC
3452 Pascagoula Street, Suite 1
Pascagoula, MS 39567

Plaintiff has personally suffered each of the Labor Code violations alleged in this letter while employed by Employer within the applicable one-year statute of limitations period. As such, Plaintiff intends to seek PAGA penalties on behalf of themself and all other non-exempt employees of Employer employed in California and who were subjected to any or all of the Labor Code violations referenced herein during the PAGA Period (together with Plaintiff, "Aggrieved Employees"). The PAGA Period begins one year prior to the date of this letter and, because the violations alleged herein are ongoing, the PAGA Period extends beyond the date of this letter.

In response to Labor Code violations alleged below, PAGA provides Employer with specific options to mitigate potential penalties:

Taking All Reasonable Steps to Be in Compliance:

Employer can reduce potential penalties to 15% of the maximum by demonstrating it has already taken all reasonable steps to be in compliance with all Labor Code provisions identified in this notice prior to receiving it. If Employer believes it has already taken all reasonable steps to be in compliance with all Labor

Code provisions identified in this notice, Employer is encouraged to contact our office to set forth all reasonable steps taken.

If all reasonable steps are taken to be in compliance with all Labor Code provisions identified in this notice within 60 days after receiving it, penalties may be reduced to 30% of the maximum. If Employer intends to take all reasonable steps to be in compliance with all Labor Code provisions identified in this notice, Employer is encouraged to engage in good faith meet-and-confer discussions with our office regarding the alleged violations. Failure to do so may support a finding that all reasonable steps were not taken to comply with the Labor Code provisions identified herein.

Curing Violations:

For certain violations, Employer has the opportunity to fully cure the alleged violations to further reduce penalties or even avoid penalties altogether. Once again, we strongly encourage Employer to promptly initiate meet-and-confer discussions with our office as part of any compliance or cure efforts. Failure to do so may result in a cure that is insufficient.

Employer must notify both our office and the Labor and Workforce Development Agency (LWDA) of any steps taken towards compliance or any attempts to cure. Not only does this approach demonstrate a good faith attempt to come into compliance, but failure to do so could potentially support a finding that Employer's conduct was malicious, fraudulent, or oppressive, thereby leading to increased penalties pursuant to Labor Code section 2699(f)(2)(B).

All communications regarding this matter should be directed to:

Frontier Law Center
23901 Calabasas Road, Suite 1084
Calabasas, CA 91302

This letter is sent pursuant to the requirements of Labor Code section 2699.3. The Labor Code violations being alleged are as follows:

Overtime Violations

Labor Code section 510 and the applicable Wage Order provides that an employee shall be paid one and one-half times their regular rate of pay for any work in excess of eight hours in one workday or 40 hours in any one workweek. Labor Code section 510 and the applicable Wage Order further provides that an employee shall be paid twice their regular rate of pay for any work in excess of 12 hours in one day.

Unpaid Overtime Due to Off the Clock Work

The Aggrieved Employees regularly worked in excess of eight hours in a day and 40 hours in a workweek and also were required to perform work off the clock (including daily security screenings in and out of work [approx 5-15 minutes each way] and regular scheduling calls about shifts [approx 5-10 minutes, 1-3 times per week), which was often overtime. Thus, the Aggrieved Employees were not paid all overtime wages owed.

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Civil Penalties Applicable to Overtime Violations

As a result of the above overtime violations, Employer is subject to the civil penalties listed in Labor Code sections 558, 1197.1, and 2699.

Sick Pay Violation

Labor Code section 246 requires that employers pay sick pay at an employee's regular rate of pay. The regular rate of pay includes all remunerations, including shift differentials, incentive pay, and other non-discretionary bonuses.

Here, the Aggrieved Employees were denied sick pay that was accumulated and owed. Furthermore, since the Aggrieved Employees' did not receive all sick pay during their employment, it follows that they also did not receive these wages at the conclusion of their employment in violation of Labor Code sections 201 and 202.

Civil Penalties Applicable to Sick Pay Violations

As a result of the sick pay violations detailed above, Employer is subject to the civil penalties listed in Labor Code section 2699.

Wage Statement Violations

Labor Code section 226 requires an employer to provide wage statements to its employees which include, among other things, gross and net wages earned and total hours worked. Employer failed to provide wage statements which accurately reflected this information.

Civil Penalties Applicable to Wage Statement Violations

As a result of the wage statement violations detailed above, Employer is subject to the civil penalties listed in Labor Code sections 226.3 and 2699.

Waiting Time Penalties

Labor Code sections 201 and 202 require that an employer provide an employee with all wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the employee's resignation. When an employer fails to comply with the above, the employee is entitled to the equivalent of a day's wage at their regular rate of pay for each day the employer is late, for up to 30 days. (Labor Code section 203). Employer failed to pay all wages owed at the conclusion of the Aggrieved Employees' employment.

Civil Penalties Applicable to Waiting Time Penalties

Because of Employer's failure to pay all wages at the conclusion of employment and to pay the resulting waiting time penalties, Employer is subject to the civil penalties listed in Labor Code section 2699.

Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional facts or theories of liability, they expressly reserve the right to revise these facts and/or add any new claims by amending and/or supplementing this letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Sincerely,

/s/

Manny Starr

EXHIBIT 2

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Christian Jimenez ("Plaintiff") and defendant Craft and Technical Solutions, LLC ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendant captioned *Christian Lemuel Jimenez v. Craft and Technical Solutions, LLC,* Case No. 25CU047876C, initiated on September 10, 2025, and pending in the San Diego County Superior Court.

1.2 "Administrator" means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration 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 all individuals who worked at least one shift as a non-exempt hourly employee of Defendant in California during the PAGA Period.

1.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number and number of PAGA Pay Periods.

1.6 "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 "Approval Order" means the Court's order granting approval of the Settlement.

1.8 "Court" means the Superior Court of California, County of Los Angeles.

1.9 "Defense Counsel" means Aaron Buckley and Alexandra Moynihan of Quarles & Brady LLP.

1.10 "Effective Date" means the date on which the Judgment becomes final.

1.11 "Gross Settlement Amount" means $175,000 which is the total amount Defendant agrees to pay under the Settlement. 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, PAGA representative service award, and the Administration Expenses Payment.

1.12 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.13 "Judgment" means the judgment entered by the Court based upon the Approval Order.

1.14 "LWDA" means the California Labor and Workforce Development Agency.

1.15 "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

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

1.17 "PAGA Counsel" means Manny Starr and Daniel Ginzburg of Frontier Law Center, the attorneys representing the Plaintiff in the Action.

1.18 "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.

1.19 "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.20 "PAGA Period" means the period from July 7, 2024, to the Effective Date.

1.21 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

1.22 "PAGA Notice" means Plaintiff's May 20, 2025, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.23 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees ($29,225) and the 65% to the LWDA ($54,275) in settlement of PAGA claims.

1.24 "Plaintiff" means Christian Jimenez, the named plaintiff in the Action.

1.25 "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.

1.26 "Released Parties" means Defendant all of its predecessors, successors, affiliates, and related entities, and its and their respective officers, directors, employees, administrators, fiduciaries, trustees, agents, benefit plans and client companies including but not limited to National Steel and Shipbuilding Company (NASSCO).

1.27 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.28 "Defendant" means named Defendant Craft and Technical Solutions, LLC.

2. RECITALS.

2.1 On September 10, 2025, Plaintiff commenced this Action by filing a complaint alleging causes of action against Defendant for minimum wage and overtime violations, wage statement and waiting time penalties, violation of the Unfair Competition Law, PAGA Penalties, disability discrimination, failure to accommodate disability, failure to engage in the interactive process, retaliation, wrongful termination in violation of public policy, and failure to prevent discrimination and retaliation in violation of FEHA. The Complaint is the operative complaint in the Action (the "Operative Complaint"). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

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

2.3 On April 14, 2026, the Parties participated in an all-day mediation presided over by the Hon. Peter D. Lichtman (Ret.), which led to the Agreement.

2.4 Before mediation, Plaintiff obtained, through informal discovery, Plaintiff's employee file, a sampling of time and payroll records for Aggrieved Employees, and relevant company policies. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5 Concurrently with this Agreement, the Parties are entering into and executing a related Individual Settlement and Release Agreement between the Parties for this matter to address Plaintiff's individual claims.

2.6 The Parties, PAGA Counsel and Defense Counsel represent 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. Defendant promises to pay $175,000 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount before the deadline stated in Paragraph 4.3. 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 Approval Order:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35%, which is currently estimated to be $61,250, and PAGA Counsel Litigation Expenses Payment of not more than $15,000. Defendant will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Plaintiff and/or PAGA Counsel will seek Court approval of a PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. In support of the PAGA Counsel Litigation Expenses Payment, PAGA Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a PAGA Counsel Fees Payment or a PAGA Counsel Litigation Expenses Payment less than the amount 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 of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. 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 Plaintiff: A PAGA representative service award of not more than $10,000 (in addition to Individual PAGA Payment that Plaintiff is entitled to receive as an Aggrieved Employee). Defendant will not oppose Plaintiff's request for a PAGA representative service award that does not exceed this amount. If the Court approves a PAGA representative service award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA representative service award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the PAGA representative service award.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed $5,250 except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than or the Court approves payment less than $5,250, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $83,500 to be paid from the Gross Settlement Amount, with 65% ($54,275) allocated to the LWDA PAGA Payment and 35% ($29,225) allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($29,225) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2 If the Court approves PAGA Penalties 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 PAGA Pay Periods and Escalator Provision. Based on a review of its records to date, Defendant estimates there are 407 Aggrieved Employees who worked a total 10,259 of PAGA Pay Periods. If by the Effective Date the PAGA Pay Period count has increased by more than 10%, Defendant may either: (a) end the PAGA Period on the date on which the pay period count reaches 10% above 10,259 (11,285), or (b) increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of PAGA Pay Periods worked by the Aggrieved Employees above 10%. For example if the number is 13% higher, the Gross Settlement Amount will be increased by 3%.

4.2 Aggrieved Employee Data. Within 14 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 Employees' 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 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.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

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

4.4.1 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.

4.4.2 The Administrator must conduct an Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the 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, as requested by the Aggrieved Employee before the void date.

4.4.3 For any Aggrieved Employee whose 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.

4.4.4 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 and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and Plaintiff's respective former and present representatives, agents, attorneys (including PAGA Counsel), administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences that occurred during the PAGA Period, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiff will release his individual claims in a separate but concurrently executed Individual Settlement and Release Agreement. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period 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, subdivision (f)(2)) including: (i) a draft Approval Order; (ii) a signed declaration from PAGA Counsel 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 (Lab. Code, §2699, subd. (l)(1)), and the Agreement (Lab. Code, § 2699, subd. (l)(2)); (iii) a redlined version of the Agreement showing all modifications made to the Los Angeles Superior Court's Model Agreement; and (iv) 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.

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 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 Approval Order 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 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 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 Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment,
Phoenix Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. 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 all tasks to be performed by the Administrator set forth in this Agreement or otherwise.

8. 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.

8.1 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 and 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 Net Settlement Amount.

9. ADDITIONAL PROVISIONS.

9.1 No Admission of Liability. 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 is it intended or should be 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).

9.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with the Parties' concurrently executed Individual Settlement and Release Agreement 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.

9.3 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.

9.4 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 and 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 or the Court for resolution.

9.5 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 any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

9.6 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.

9.7 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.

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

9.9 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.

9.10 Cooperation in Drafting. The Parties have cooperated in drafting and preparing 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.

9.11 Confidentiality. 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.

9.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court. Not later than 90 days after the Administrator discharges its obligation to pay out 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 destruction, of Aggrieved Employee

Data.

9.13 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.

9.14 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.

9.15 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: Frontier Law Center
eservice@frontierlawcenter.com
6200 Canoga Avenue, Suite 470
Woodland Hills, CA 91367

To Defendant: Quarles & Brady LLP
101 West Broadway, Suite 1500
San Diego, CA 92101

9.16 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.

9.17 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 Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Plaintiff

Signed by:

Date: 5/6/2026 ______________________

996AB27D03C94B2...

Christian Jimenez

Defendant

DocuSigned by:
Robert Richards
369DE47461C646A...

Date: 5/9/2026

Robert Richards
Craft and Technical Solutions, LLC

APPROVED AS TO FORM AND CONTENT

Counsel for Plaintiff

Signed by:
Dan Ginzburg
8D60284113994D2...

Date: 5/6/2026

Daniel Ginzburg

Counsel for Defendant

Aaron A. Buckley

Date: May 6, 2026

Aaron Buckley

EXHIBIT 3

Daniel Ginzburg | Attorney

FRONTIER
Law Center

dan@frontierlawcenter.com
(818) 914-3412
6200 Canoga Ave., Suite 470
Woodland Hills, CA 91367

www.frontierlawcenter.com

June 4, 2026

Via Online Filing	**Via Certified Mail**
http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html	Craft and Technical Solutions, LLC 340 West 26th Street Suite C National City, CA 91950 Craft and Technical Solutions, LLC 3452 Pascagoula Street, Suite 1 Pascagoula, MS 39567

Subject: *Christian Jimenez v. Craft and Technical Solutions, LLC*

Dear Representative:

This office represents Christian Lemuel Jimenez ("Plaintiff") in connection with Labor Code violation claims related to their employment with Craft and Technical Solutions, LLC ("Employer"). Employer can be contacted at:

Craft and Technical Solutions, LLC
340 West 26th Street
Suite C
National City, CA 91950

Craft and Technical Solutions, LLC
3452 Pascagoula Street, Suite 1
Pascagoula, MS 39567

Plaintiff has personally suffered each of the Labor Code violations alleged in this letter while employed by Employer within the applicable one-year statute of limitations period. As such, Plaintiff intends to seek PAGA penalties on behalf of themself and all other non-exempt employees of Employer employed in California and who were subjected to any or all of the Labor Code violations referenced herein during the PAGA Period (together with Plaintiff, "Aggrieved Employees"). The PAGA Period begins one year prior to the date of the originally filed notice letter referenced below and, because the violations alleged herein are ongoing, the PAGA Period extends beyond the date of this letter.

Plaintiff previously filed and sent a PAGA notice letter to Employer on May 20, 2025. The purpose of this letter is to supplement the prior letter by providing additional facts and legal theories, as set forth below. Plaintiff incorporates their prior PAGA letter herein.

In response to Labor Code violations alleged below, PAGA provides Employer with specific options to mitigate potential penalties:

Taking All Reasonable Steps to Be in Compliance:

Employer can reduce potential penalties to 15% of the maximum by demonstrating it has already taken all reasonable steps to be in compliance with all Labor Code provisions identified in this notice prior to receiving it. If Employer believes it has already taken all reasonable steps to be in compliance with all Labor Code provisions identified in this notice, Employer is encouraged to contact our office to set forth all reasonable steps taken.

If all reasonable steps are taken to be in compliance with all Labor Code provisions identified in this notice within 60 days after receiving it, penalties may be reduced to 30% of the maximum. If Employer intends to take all reasonable steps to be in compliance with all Labor Code provisions identified in this notice, Employer is encouraged to engage in good faith meet-and-confer discussions with our office regarding the alleged violations. Failure to do so may support a finding that all reasonable steps were not taken to comply with the Labor Code provisions identified herein.

Curing Violations:

For certain violations, Employer has the opportunity to fully cure the alleged violations to further reduce penalties or even avoid penalties altogether. Once again, we strongly encourage Employer to promptly initiate meet-and-confer discussions with our office as part of any compliance or cure efforts. Failure to do so may result in a cure that is insufficient.

Employer must notify both our office and the Labor and Workforce Development Agency (LWDA) of any steps taken towards compliance or any attempts to cure. Not only does this approach demonstrate a good faith attempt to come into compliance, but failure to do so could potentially support a finding that Employer's conduct was malicious, fraudulent, or oppressive, thereby leading to increased penalties pursuant to Labor Code section 2699(f)(2)(B).

All communications regarding this matter should be directed to:

Frontier Law Center
6200 Canoga Ave, Suite 470
Woodland Hills, CA 91367

This letter is sent pursuant to the requirements of Labor Code section 2699.3. The Labor Code violations being alleged are as follows:

Minimum Wage Violations

Labor Code section 1197 and the applicable Wage Order requires an employer to pay an employee no less than the minimum wage for all hours worked.

Employer failed to pay the Aggrieved Employees the minimum wage for all hours worked because the Aggrieved Employees were required to perform work while off the clock.

Specifically, Aggrieved Employees were required to submit to mandatory security checks off the clock before and after shifts, along with associated delays, without compensation.

Civil Penalties Applicable to Minimum Wage Violations

As a result of the above minimum wage violations, Employer is subject to the civil penalties listed in Labor Code sections 1197.1 and 2699.

Overtime Violations

Labor Code section 510 and the applicable Wage Order provides that an employee shall be paid one and one-half times their regular rate of pay for any work in excess of eight hours in one workday or 40 hours in any one workweek. Labor Code section 510 and the applicable Wage Order further provides that an employee shall be paid twice their regular rate of pay for any work in excess of 12 hours in one day.

Unpaid Overtime Due to Off the Clock Work

The Aggrieved Employees regularly worked in excess of eight hours in a day and 40 hours in a workweek. Since the Aggrieved Employees were required to perform work off the clock, it follows that this time was often overtime. Thus, the Aggrieved Employees were not paid all overtime wages owed.

Civil Penalties Applicable to Overtime Violations

As a result of the above overtime violations, Employer is subject to the civil penalties listed in Labor Code sections 558, 1197.1, and 2699.

Wage Statement Violations

Labor Code section 226 requires an employer to provide wage statements to its employees which include, among other things, gross and net wages earned, total hours worked, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. Employer failed to provide wage statements which accurately reflected this information.

Civil Penalties Applicable to Wage Statement Violations

As a result of the wage statement violations detailed above, Employer is subject to the civil penalties listed in Labor Code sections 226.3 and 2699.

Waiting Time Penalties

Labor Code sections 201 and 202 require that an employer provide an employee with all wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the employee's resignation. When an employer fails to comply with the above, the employee is entitled to the equivalent of a day's wage at their regular rate of pay for each day the employer is late, for up to 30 days. (Labor Code section 203). Employer failed to pay all wages owed at the conclusion of the Aggrieved Employees' employment.

Civil Penalties Applicable to Waiting Time Penalties

Because of Employer's failure to pay all wages at the conclusion of employment and to pay the resulting waiting time penalties, Employer is subject to the civil penalties listed in Labor Code section 2699.

Sick Pay Violation

Labor Code section 246 requires that employers pay sick pay at an employee's regular rate of pay. The regular rate of pay includes all remunerations, including shift differentials, incentive pay, and other non-discretionary bonuses.

Here, the Aggrieved Employees were denied sick pay that was accumulated and owed. Furthermore, since the Aggrieved Employees' did not receive all sick pay during their employment, it follows that they also did not receive these wages at the conclusion of their employment in violation of Labor Code sections 201 and 202.

Civil Penalties Applicable to Sick Pay Violations

As a result of the sick pay violations detailed above, Employer is subject to the civil penalties listed in Labor Code section 2699.

Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional facts or theories of liability, they expressly reserve the right to revise these facts and/or add any new claims by amending and/or supplementing this letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Sincerely,

/s/

Daniel Ginzburg

EXHIBIT 4

ExpenseDate	Staff	Activity	Subject	Descriptior	Quantity	Price	Amount
6/4/2026	Kelly Pineda		Supplemental PAGA Ma		2	10.44	20.88
2/16/2026	Kaylie Urango		One Legal Credit Card S		1	24.73	24.73
12/15/2025	Kaylie Urango		One Legal Credit Card S		1	494.45	494.45
12/8/2025	Theresa Anguiano		PAID via AMEX - Invoice		1	11926.25	11926.25
12/5/2025	Kaylie Urango		One Legal Credit Card S		1	23.63	23.63
10/2/2025	Kaylie Urango		One Legal Credit Card S		1	23.63	23.63
9/18/2025	Theresa Anguiano		Invoice #UTL-2025082(		1	75	75
9/12/2025	Theresa Anguiano		STENO Invoice 199488:		1	647.2	647.2
5/20/2025	Taylor McCarthy		ORD-000327000		1	75	75
5/20/2025	Kaylie Urango		PAGA Mail Fee		2	9.64	19.28
2/26/2025	Dane Huntsman		RR Mailing Fee		1	9.64	9.64
2/20/2025	Dane Huntsman		EVE AI Services Fee		1	200	200
Total							13539.69