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10 Attorneys for Plaintiff DARIUS WALKER, as an individual on
11 behalf of himself and on behalf of all others similarly situated

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF SACRAMENTO**

14 DARIUS WALKER, as an individual on
15 behalf of himself and on behalf of all
16 others similarly situated,

17 Plaintiff,

18 v.

19 PEAK TECHNICAL SERVICES, INC.,
20 a Pennsylvania corporation; PEAK
21 TECHNICAL SERVICES L.P., a
22 Pennsylvania limited partnership; and
23 EMSAR BIOMEDICAL SERVICES,
24 INC., an Ohio corporation; CSA
25 SERVICES SOULTIONS, LLC, a
26 Delaware limited liability company; CSA
27 FRANCHISING, LLC, a Delaware
28 limited liability company, and DOES 1-
100, inclusive,

Defendants.

Case No. 34-2023-00333158-CU-OE-GDS

**DECLARATION OF BRANDON
BROUILLETTE IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: October 23, 2026
Time: 9:00 a.m.
Dept.: 8A

Reservation No.: A-333158-001

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1. I am an attorney duly licensed to practice in California and before this Court, and I am a partner with Crosner Legal PC, counsel of record for plaintiff Darius Walker. I make this declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement. If called to testify as to the within facts, I would and could competently do so.

3. After inquiry to all other members of my firm, I am unaware of any other class, representative or other collective action in any other court in this or any other jurisdiction that asserts claims against similar to those asserted in this action on behalf of a class or group of individuals that would include some or all of the individuals who would be Aggrieved Employees in this matter.

4. The Peak Defendants provide, inter alia, temporary tech workers to clients around the country in areas such as IT, manufacturing, and engineering. Plaintiff Walker was a direct hire of the Peak Defendants and assigned to work at Emsar, which is a medical device services company providing asset management, preventative maintenance, corrective action, installation, and depot biomedical services across the country.

5. Plaintiff alleges Defendants failed to pay the class at least the applicable minimum wage for all hours worked, primarily by rounding off time punches such that Class Members lost hours worked and corresponding pay. Plaintiff also alleged Defendants did not provide all required

1 meal breaks on a fully-compliant basis, that Defendants' time records suggest numerous "de facto"
2 meal period violations, failed to provide all required rest breaks, and that Defendants failed to pay
3 the required premium wage for all alleged non-compliant meal and rest periods. Based on these
4 allegations, on January 17, 2023, Plaintiff filed a class action complaint alleging causes of action
5 against Defendants for unpaid wages, failure to provide meal and rest periods or compensation in
6 lieu thereof, failure to provide accurate wage statements, waiting time penalties, and unfair
7 competition. After notice to Defendants and the LWDA, and exhausting administrative remedies,
8 on March 10, 2023, Plaintiff filed a First Amended Class and Representative Complaint alleging
9 the same causes of action and an additional cause of action for Violation of the Private Attorneys
10 General Act, Labor Code §§ 2698, et seq. The First Amended Complaint is the operative complaint
11 in the action.

12 6. Defendants have at all times denied Plaintiff's allegations and maintained their
13 meal and rest break and payroll policies and procedures comply with California law, that they
14 provided employees with fully compliant meal and rest breaks, and that they properly tracked
15 employee time and paid Plaintiff and all other employees all wages due and at the correct hourly
16 rate. Defendants further contend the fully reimbursed employees for all reasonable and necessary
17 business expenses. Additionally, Defendants strongly contend the case cannot be maintained as
18 any kind of class or representative action, arguing for example that to the extent class members
19 missed meal breaks, that such breaks were non-compliant, it was intermittent and infrequent and
20 evidence of such violations would be purely anecdotal, and therefore individualized issues
21 predominate and trial would be unmanageable.

22 7. After Plaintiff filed his complaints, Defendants successfully moved to stay the case
23 under the rule of exclusive concurrent jurisdiction, in light of another matter pending in Orange
24 County Superior Court. Ultimately, the Parties agreed to attempt a global mediation including this
25 case and the Orange County case, and further agreed on an informal exchange of information
26 necessary to engage in a meaningful mediation. Consequently, Defendants produced, and
27 Plaintiff's counsel reviewed payroll records, personnel policies and employee handbooks, meal
28 break policies, personnel files, and a random sampling of paystubs and time records produced by

1 Defendants. Defendants also provided documents and information reflecting the estimated total
2 amount of workweeks and pay periods they worked, and average hourly pay rates, among other
3 data.

4 8. The Parties then engaged Jonathan Andrews, Esq., a highly respected mediator with
5 extensive wage and hour class action experience and in September 2024, participated in a full day
6 mediation with Mr. Andrews. Throughout the day, the arms-length negotiations were hard-fought
7 and adversarial as the Parties exchanged extensive information on their legal and factual positions,
8 and made numerous offers and counter-offers, but were unable to reach an agreement. The Parties
9 continued to negotiate with the mediator's assistance, however, and eventually Plaintiff and the
10 Peak Defendants reached agreement on all major issues several months later. The settling parties,
11 Plaintiff and the Peak Defendants, then collaboratively drafted the Settlement Agreement setting
12 forth the full and final settlement terms. Emsar is not a party to the settlement.

13 **THE PROPOSED SETTLEMENT TERMS**

14 9. Under the settlement, the Peak Defendants will pay \$67,500.00 into a common
15 fund, the Gross Settlement Amount (“GSA”). Reasonable attorney’s fees of up to one-third of the
16 GSA, or \$22,500, actual litigation costs of up to \$10,000, a modest enhancement award of up to
17 \$5,000 for plaintiff, settlement administration costs of no more than \$2,750, and a payment of
18 \$500 for alleged civil penalties under PAGA (of which \$375 will go to the LWDA with the
19 remaining \$125 to the Aggrieved Employees), all will be paid from the GSA. The remainder of
20 approximately \$26,750 will be allocated among the Participating Class Members based on their
21 weeks worked during the Class Period. No portion of the GSA will revert to the Peak Defendants
22 or any other defendant.

23 10. The settlement provides for conditional certification of a settlement class including
24 as non-exempt employees in California between all non-exempt, hourly employees, including
25 Plaintiff, employed by the Peak Defendants as non-exempt employees and staffed at Defendants
26 Emsar Biomedical Services, Inc., CSA Services Solutions, and/or CSA Franchises LLC in
27 California from January 17, 2019 through the date of preliminary approval. The Parties estimate
28 the Settlement Class consists of approximately 14 individuals.

1 11. As noted, the settlement obligates Defendants to pay \$67,500 to resolve the
2 Settlement Class's claims, inclusive of attorney's fees and costs. This is a cash settlement that
3 does not require Participating Class Members to submit a claim form to receive their settlement
4 share. Participating Class Members will receive their settlement checks automatically via First
5 Class U.S. Mail. One-third of each settlement share will be allocated to wages and the remaining
6 two-thirds will be allocated to expenses, penalties and interest. Peak Defendants will pay any and
7 all applicable employer-side payroll taxes separately and in addition to the GSA. Subject to the
8 Court's approval, any amounts not claimed (because a class member does not cash his or her
9 settlement check) will go to the California State Controller's Unclaimed Property Fund.

10 12. Each Class Member's Individual Settlement Payment will be calculated using
11 criteria typically used in determining appropriate amounts of unpaid wages, unpaid premium
12 wages for missed meal breaks, and potential statutory penalties under applicable law. These
13 methods are intended to ensure each Class Member receives a portion of the available settlement
14 funds corresponding to the relative value of his or her potential claims. Plaintiff contends the
15 proposed allocation provides a reasonable way to compensate Class Members based the amount
16 of time they worked for Defendant, and the number of instances they missed a break, were not
17 provided compensation in lieu of such missed breaks, lost wages due to the alleged rounding, etc.
18 I estimate the average class award will be approximately \$1,910, while the average PAGA award
19 will be about \$8.93.

20 13. Subject to the Court's approval, the Parties have agreed on Phoenix Settlement
21 Administrators ("Phoenix") as the Settlement Administrator. Phoenix is qualified and has
22 significant experience administering class action settlements, including numerous wage and hour
23 matters. Phoenix currently estimates its fees will be no more than \$2,750.00. If the Court approves
24 less than the above amount, the difference will remain in the Net Settlement Amount for
25 distribution to the Participating Class Members.

26 14. The proposed Notice (Exhibit A to the Settlement Agreement) sets out information
27 about this case and explains the basic settlement terms in plain language. The Notice also sets
28 forth the individualized information used to calculate Class Members' Individual Settlement

1 Payments and each Class Member's estimated settlement award. The Notice likewise details the
2 procedures for Class Members to dispute their individual information, the procedure for submitting
3 an objection to the Settlement, and the procedure to request exclusion. In sum, the Notice provides
4 the Class Members with the information necessary to evaluate the Settlement, provides fair
5 opportunity to participate in, opt out of, or object to the proposed Settlement, and otherwise
6 complies with California Rules of Court 3.769(f) and 3.766(d). Coupled with the notice procedure,
7 the proposed Notice provides the Settlement Class with the best notice practicable. The Notice will
8 be mailed in English only as the class members are well-educated tech workers.

9 15. Class Members will have sixty (60) days to dispute the information in their Notice
10 used to calculate their settlement award, and also have 60 days to submit any objections to the
11 settlement or to request exclusion. In the event a Class Member disputes their individual
12 information, the Settlement Administrator will review the Class Member's records as well as any
13 additional information submitted, and make a final determination.

14 16. All Participating Class Members will be deemed to release Defendant and the
15 Released Parties from all claims alleged in the operative First Amended Complaint, or that could
16 have been brought based on the allegations in the operative complaint, including PAGA claims,
17 that arose during the Class Period and PAGA Period. The release is limited to the claims that were
18 actually pleaded or could have been pleaded based on the alleged facts in the operative complaint.
19 As emphasized in the Settlement Agreement, no claims against Emsar are being released, although
20 Emsar will be entitled to an offset of amounts paid under this settlement.

21 17. The settlement provides Defendants will not oppose a request for reasonable
22 attorney's fees not to exceed one-third of the Gross Settlement Amount, or \$22,500, nor will they
23 oppose a request for reimbursement of actual litigation costs and expenses of up to \$10,000.
24 Defendants also will not oppose a request for an enhancement award to Plaintiff of not more than
25 \$5,000.00 in recognition of his time spent on this matter, the risks he undertook on behalf of the
26 class, and the benefit conferred to the class. Plaintiff's counsel will provide the Court with
27 appropriate summaries and evidence of its efforts and time records in anticipation of the Final
28 Approval Hearing, and Plaintiff has submitted his declaration herewith. If the Court approves less

1 than the above amounts, the difference will remain in the Net Settlement Amount for distribution
2 to the Participating Class Members.

3 18. The Parties allocated \$500 to payment of civil penalties under PAGA for such
4 claims against Defendant, as addressed in more detail below, and Plaintiff submits that amount is
5 fair, reasonable and adequate, and consistent with PAGA's underlying purposes. As required by
6 Labor Code section 2699(l)(2), Plaintiff gave notice of the settlement and preliminary approval
7 hearing to the LWDA via its online portal.

8 **The Proposed Settlement Class Should Be Conditionally Certified**

9 19. The class is both sufficiently numerous, consisting of approximately 14 individuals,
10 and ascertainable by reference to Defendants' personnel and payroll records.

11 20. Plaintiff is an adequate class representative, as his claims do not conflict with and
12 are not antagonistic to the claims of other class members. Further, his claims are typical given his
13 is a member of the class and his claims arise from the same employment practices and course of
14 conduct giving rise to the claims of the other class members.

15 21. Common questions of law and fact predominate – particularly for purposes of a
16 settlement class – as the Class Members all were subject to the same meal and rest break policies,
17 the same alleged rounding policy that that shorted them on pay, etc. Since the focus of the claims
18 against Defendants concern the legality of common policies applied uniformly to the entire class,
19 common issues predominate over individualized inquiries concerning liability. Defendants'
20 alleged lack of a compliant break policy and the resulting failure to provide compliant meal breaks
21 is company-wide policy applied equally and consistently to all class members, and this policy is
22 either compliant with California law or it is not. Regardless of that determination, it will decide
23 liability for all class members one way or another. Similarly, whether Defendants' alleged rounding
24 policy resulted in class members losing compensable time presents another common question.

25 22. Resolving this matter as a class action is superior to other available means for the
26 fair and efficient adjudication of this controversy for multiple reasons, including inter alia: (a)
27 individual joinder of all members of the class is impractical, (b) class action treatment will permit
28 a large number of similarly situated persons to resolve their common claims in a single forum

1 simultaneously, efficiently, and without unnecessary duplication of effort and expense; and (c) the
2 damages suffered by many of the individual class members are relatively small and the expenses
3 and burden of individual litigation would make it difficult or impossible for them to seek redress
4 on their own.

5 **The Proposed Settlement Meets the Dunk and Kullar Factors and is within the Range of**
6 **Reasonableness**

7 23. Prior to mediation, the Parties engaged in substantial informal discovery to
8 facilitate settlement discussions. As a result, Plaintiff reviewed documents and information
9 regarding Defendants' payroll practices, pay stubs and time records for essentially all of the class
10 members, meal and rest break policies, etc., and information from Defendants regarding class size
11 and breakdown of job positions, work weeks, rates of pay, and other information used to formulate
12 a damages model. Plaintiff's counsel are confident they obtained sufficient information to enable
13 them to understand the law and facts of this case and make an informed decision regarding the
14 proposed settlement and whether it is in the best interests of the class.

15 24. On the minimum wage issue, even though time was tracked to the minute, Plaintiff
16 claims Defendants improperly rounded employee time punches down such that the Class Members
17 lost several minutes of compensable hours worked each shift. Here, Plaintiff estimated Class
18 Members lost at least 10 minutes of compensable time on each shift due to the rounding. In
19 response, Defendants argued that any rounding was entirely neutral in its overall effect and
20 accordingly allowed under California law. We estimated the maximum exposure on this claim at
21 about **\$2,050** (560 shifts * 10 minutes lost/shift * \$22/hour avg. wage) but, after applying a 25%
22 risk discount, estimated the potential exposure after trial at about **\$1,540**.

23 25. On the meal break claims, Plaintiff alleged his review of the time records produced
24 showed substantial "de facto" violations for missed and non-compliant meal periods, including
25 untimely and short meal breaks. Further, he alleged his review of the corresponding pay records
26 suggested Defendants never paid meal period premiums despite the violations being apparent on
27 the face of the time records. On the other hand, Defendants denied Plaintiff's contentions, claiming
28 they made meal and rest breaks available to Class Members in compliance with California law.

Defendants contended their meal break policies have been lawful throughout the class period, and that they provided employees with all required meal periods. Defendants further contended the applicable meal break policies and practices comport with the flexibility the California Supreme Court has held was integral to California's meal period requirements. Finally, Defendants argued that Plaintiff's meal break claims are not susceptible to common proof, as the claims would require individualized inquiry, including whether there was an unlawful companywide policy, whether employees had the opportunity to take meal and rest breaks, whether they voluntarily chose to forego their meal and rest breaks, and whether Defendants ever prevented them from taking meal and rest breaks. Accordingly, Defendants contended these claims are vulnerable to a ruling that class treatment is not appropriate. We estimated the maximum exposure on these claims at about **\$12,320** (560 shifts * 100% violation rate * \$22/hr avg. wage), and estimated a risk-discounted value of about **\$6,160** after applying a 50% discount to account for Defendants' arguments against certification and on the merits. On the rest break claims we similarly estimated the maximum exposure on these claims at about **\$12,320** (560 shifts * 100% violation rate * \$22/hr avg. wage), and estimated a risk-discounted value of about **\$6,160** after applying a 50% discount to account for Defendants' arguments against certification and on the merits.

26. As a result of the above alleged violations, Plaintiff also derivatively alleges Defendants failed to provide accurate wage statements and further failed to timely pay all wages that were due and owing upon separation of employment. Thus, should the primary claims fail, Plaintiff's claim for wage statement violations and waiting time penalties would also fail. Defendants contend that they timely paid all final wages to terminating employees, and in any event, it would not be liable for waiting time penalties whenever a "good faith dispute" exists over the payment of past wages. Further, Defendants contend Plaintiff would have to prove Defendants "willfully" failed to pay Class Members appropriate wages due upon separation of employment. Without taking into consideration any of Defendants' defenses to certification or on the merits, Plaintiff calculated Defendants' maximum exposure for inaccurate wage statements at about **\$2,100** (21 violations * \$100/violation), and the exposure for waiting time penalties at about **\$87,780** (240 straight time hours * \$22/hour + 30 OT hours * \$33/hour * 14 former employees)

1 based on 14 former employees during the limitations period. Applying a 25% risk discount to these
2 claims yielded a risk-discounted exposure of about **\$1,575** and **\$65,835** on these claims.

3 27. As far as potential PAGA liability, the theoretical penalties totaled at least \$8,400
4 should Plaintiff prevail on all claims for each pay period at issue, and collect the maximum
5 allowable penalties (unpaid wages: 21 pay periods * 100% violation rate * \$100/violation; meal
6 period violations: 21 pay periods * 100% violation rate * \$100/violation; wage statement
7 violations: 21 pay periods * 100% violation rate * \$100/violation). As with the class claims,
8 Plaintiff discounted the potential PAGA penalties for the multi-layered defenses proffered by
9 Defendants on the merits. Plaintiff further discounted the PAGA claims since the Court possesses
10 wide discretion to reduce such penalties even, if Plaintiff ultimately prevailed, should the Court
11 find such an award to be unfair, arbitrary, or excessively punitive. Applying a 75% risk discount
12 to the PAGA penalties, and then a further 50% discount to account for the Court's discretion to
13 reduce those penalties, we estimated a final risk-discounted PAGA exposure of about \$3,100. As
14 noted, the Parties allocated \$500 to PAGA penalties, which amount is reasonable and in line with
15 comparable settlements in other class actions in California, and represents about 6% of the
16 maximum PAGA exposure and about 16.1% of the discounted exposure. Additionally, the LWDA
17 has been informed of the terms of the PAGA portion of the settlement, and will be able to weigh
18 in as necessary.

19 28. The settlement obviates the significant risk that this Court may find any kind of
20 class or representative resolution unachievable or deny certification of all or some of Plaintiff's
21 claims. Furthermore, even if Plaintiff obtained certification of all or some of the claims, continued
22 litigation would be lengthy and expensive as the Parties pursued merits discovery, a probable
23 motion to decertify, as well as trial and possible appeals, and would substantially delay any
24 recovery by the class with no assurance of recovering significantly more than the proposed
25 settlement. While Plaintiff is confident in the merits of these claims, legitimate controversies exist
26 regarding each one of them and Plaintiff also recognizes proving the amount of wages and
27 penalties due each Class Member would be an expensive, time-consuming, and uncertain
28 proposition.

29. Plaintiff and I discounted the value of the class claims consistent with the risks discussed above, and carefully weighed the likelihood of the class receiving substantially greater benefit if the litigation continued. We concluded – in light of these very real and substantial risks – settlement on the proposed terms and without prolonged and costly litigation was in the best interests of the class. The overall \$67,500 recovery represents a significant percentage of Defendant’s potential exposure – around 57.9% of the overall class exposure, and around 83.1% of the estimated risk-discounted exposure. Given the various procedural and merits risks addressed above, a total recovery for the class of \$67,500, which will result in average award of some \$1,910 per class member, plus additional amounts under PAGA, is a significant result well within the range of reasonableness considering all potential outcomes, and it will provide direct monetary awards to all Class Members without further delay.

CROSNER LEGAL'S QUALIFICATIONS

30. I am a graduate of Loyola Law School, Los Angeles, from which I received a *juris doctorate* degree in 2009. Prior to attending law school, I attended the University of Southern California, from which I received a *bachelors of science* in Business Administration in 2006.

31. I have been a Partner at Crosner Legal since February 1, 2023. Prior to joining Crosner Legal, I was a Senior Associate and Team Director of a Wage and Hour Litigation Team at Capstone Law APC, which I originally joined as an associate attorney in May 2016.

32. Since being admitted to the California State Bar in 2010, my entire legal career has been dedicated to protecting employee and consumer rights through the prosecution of class action and representative actions filed on behalf of plaintiffs in class actions and statewide representative actions. Throughout my career I have managed or co-managed more than 100 class action and PAGA representative cases, from initial filing of the complaint through final resolution.

33. In particular, I have served as class counsel in several certified class action cases, including:

a. Party City Wage and Hour Cases, JCCP4781 (class counsel for certified class of non-

1 exempt hourly employees who worked for Defendants in California)

2 b. *Lewis v. Express Messenger Systems*, Los Angeles Superior Court Case No.

3 BC501521 (class counsel for certified class of last-mile delivery drivers who were
4 alleged to be misclassified as independent contractors)

5 c. *Ramirez-Vivar v. Grifols Diagnostic Solutions, Inc., et al.*, Alameda County Superior
6 Court, Case No. RG21099519 (class counsel for certified classes of non-exempt
7 hourly employees who worked for Defendants in California)

8 d. *Jones v. LA Live*, Los Angeles County Case No. BC687908 (class counsel for
9 certified issue classes consisting of hourly employees who worked at Staples Center
10 and Nokia Theater)

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

14 e. *Cruz v. Walmart*, Los Angeles County Super. Ct. Case No. 18STCV03128 (\$15
15 million global PAGA settlement on behalf of hourly employees statewide for alleged
16 Labor Code violations.)

17 f. *Vorise v. 24 Hour Fitness USA, Inc.*, Contra Costa County Super. Ct., Case No. C 15-
18 02051 (\$11 million global PAGA settlement on behalf of over 36,000 employees for
19 Labor Code violations.)

20 g. *Gross v. Sodexo*, Kern County Super Ct., Case No. BCV-18-101746 Capstone (\$4.75
21 million class and PAGA settlement on behalf of class of non-hourly employees for
22 Labor Code violations.)

23 h. *Campbell v. AEG* (\$1.8M class and PAGA settlement on behalf of group of hourly
24 employees who worked at concert venues in California for alleged Labor Code
25 violations)

26 i. *Fiebelkorn v. AEG*, et al. Los Angeles Superior Court Case No. BC717337 (\$1.75M
27 class settlement on behalf of group of hourly employees who worked at Oakland
28 Coliseum for alleged Labor Code violations)

- j. *Amaro v. Anaheim Arena Management*, Orange County Superior Court Case No. 30-2017-00917542 (\$2,212,500 class and PAGA settlement on behalf of group of hourly employees who worked at Honda center in Anaheim California for alleged Labor Code violations)
- k. *Espindola v. Panda Express*, San Bernardino Superior Court Case No. CIVDS1931455 (\$3.125M class and PAGA settlement on behalf of hourly employees statewide for alleged Labor Code violations)
- l. *Gold v. Benihana*, San Diego Court Superior Court Case No. 37-2016-00022320-CU-OE-NC (\$2.25M class and PAGA settlement on behalf of hourly employees statewide for alleged Labor Code violations)
- m. *Party City Wage and Hour Cases*, JCCP4781 (\$6.5M class and PAGA settlement on behalf of hourly employees statewide for alleged Labor Code violations)
- n. *Lewis v. Express Messenger Systems*, Los Angeles County Super Court Case No. BC501521 (\$10.5M class and PAGA settlement on behalf of a statewide group of independent contractor last-mile delivery drivers alleged to be misclassified)
- o. *Flores v. Tesla*, Alameda County Superior Court Case No. RG18907072 (\$4M class and PAGA settlement on behalf of statewide group of hourly employees for alleged Labor Code violations)
- p. *Ruiz v. Disney Stores*, San Bernardino Superior Court Case No. CIVDS2016983 (\$2M class and PAGA settlement on behalf of statewide group of hourly employees who worked at retail stores in California for alleged Labor Code violations)
- q. *Ramirez v. Yin Management*, Sacramento County Superior Court Case No. 34-2021-00301530 (\$1.8M class and PAGA settlement on behalf of statewide group of hourly employees who worked at Defendant's McDonald's franchises in California for alleged Labor Code violations).
- r. *Suhartono v. RRG Besh*, Los Angeles County Superior Court Case No. 19STCV22184 (\$2.25 class and PAGA settlement on behalf of statewide group of hourly employees who worked at Defendant's McDonald's franchises in California

for alleged Labor Code violations).

- s. *Gomes v. Kura Sushi*, Los Angeles County Superior Court Case No. 19STCV18977 (\$1.75M class and PAGA settlement on behalf of statewide group of hourly employees who worked at Defendant's restaurants in California for alleged Labor Code violations)
- t. *Saldana v. Hydrochem*, Contra Costa Superior Court Case No. CIVMSC19-02624 (\$1.38M class and PAGA settlement on behalf of statewide group of hourly employees for alleged Labor Code violations).

35. In addition, below are settlements in consumer class action cases in which I was listed as an attorney of record and either managed, or co-managed with attorneys at my firm:

- u. *Lopez v. Seterus, et al.*, Los Angeles Superior Court Case No. BC484297 (\$3M Class settlement on half of thousands of borrowers in California, Florida, and Texas for UCL violations premised on improper late fee collections)
- v. *McGill v. Citibank*, Riverside County Superior Court Case No. RIC 1109398 (in landmark case that established the 'McGill rule' precluding the waiver of public injunctive relief in pre-dispute arbitration agreements, negotiated confidential settlement on behalf of consumer who sued for damages and class injunctive relief stemming from marketing of credit protector plan)

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

37. Mr. Crosner has over fifteen years of experience as a practicing attorney. He graduated from the University of California, Santa Barbara in 2007 and from the University of San Diego School of Law in 2010. He is licensed to practice in California (2010), Illinois (2022), Washington (2023), Oregon (2024), and New York (2024). For nearly his entire career, his practice has focused on litigating wage-and-hour, consumer, and privacy class and representative actions. Following law school, he joined a nationally recognized plaintiff's complex litigation firm, where he worked directly with, and second-chaired a trial alongside, a past president of CASD and

1 recipient of a "Trial Attorney of the Year" award. He also worked alongside other former CAALA
2 and CLAY "Trial Attorney of the Year" recipients. Since founding Crosner Legal, Mr. Crosner
3 has been deeply involved in the daily management and active litigation of complex class actions.
4 He has been appointed lead or co-lead class counsel in more than 100 class and representative
5 actions through settlement and final approval.

6 38. In 2013, Zachary Crosner founded Crosner Legal, P.C. Since its inception, the firm
7 has focused almost exclusively on plaintiff-side class action lawsuits representing employees,
8 consumers, and other victims. Currently, over 95% of the firm's practice is dedicated to
9 prosecuting class and representative actions. The firm's well-qualified partners and senior
10 attorneys currently serve as lead or co-lead counsel in over 100 active wage-and-hour, consumer,
11 and privacy class actions in federal and state courts throughout California, Washington, Illinois,
12 New York, and several other states.

13 39. Mr. Crosner has been repeatedly recognized by reputable, invitation-only legal
14 organizations. His accolades include being named a Top 40 Under 40 Civil Plaintiff Attorney by
15 The National Trial Lawyers; one of the 500 Leading Civil Rights & Plaintiff Employment Lawyers
16 by Lawdragon; a Southern California Super Lawyer and Rising Star by Super Lawyers; and one
17 of the Top 100 Southern California Up-and-Coming Lawyers by Super Lawyers.

18 40. Crosner Legal has served as settlement class and/or representative counsel in over
19 200 wage-and-hour class action or PAGA representative action cases between 2020 and 2026. The
20 Firm has obtained several high six-figure and multi-million-dollar wage-and-hour class action and
21 Washington Equal Pay and Opportunities Act settlements while serving as lead class and/or
22 representative counsel in recent years, obtaining over \$198 million on behalf of employees. See
23 **Exhibit 6** for a true and correct list of these cases. This list is not exhaustive. Each of these cases
24 involved extensive analysis of time and payroll systems, class-wide/representative damages
25 analysis, and included employee disputes over owed minimum and overtime wages, meal and rest
26 break violations, and other state-specific (or federal) claims.

27 41. Crosner Legal has recently been certified as class counsel in contested class
28 certification motions in the following cases: *Castro, et al v. Central Garden & Pet Company*, Los

1 Angeles County Superior Court Case No. 22STCV38247; and *Bonner, et al. v. Providence Health*
2 *System – Southern California*, Los Angeles County Superior Court Case No. 21STCV09585.
3 These wage-and-hour class and representative actions involved compensable-time disputes, meal
4 and rest break claims, and other state- or federal-specific claims, analysis of payroll and
5 timekeeping systems and policies, and class-wide damages analysis.

6 42. I have reviewed the Court's guidelines for approval motions and I believe Plaintiff's
7 motion complies therewith.

8 43. For all the foregoing reasons, I believe the settlement is fair, reasonable, and in
9 the best interests of the class.

10 I declare under penalty of perjury under the laws of the State of California that the
11 foregoing is true and correct. Executed this 29th day of September 2026, at Los Angeles,
12 California.

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15 _____
16 Declarant
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Exhibit 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Dairus Walker (“Plaintiff”) and defendants Peak Technical Services LP and Peak Technical Services, Inc. (“Peak Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Actions” means the Plaintiff’s lawsuits alleging wage and hour violations against Peak Defendants, Emsar Biomedical Services, Inc., CSA Services Solutions, LLC, and CSA Franchising, LLC, including a class action captioned, *Dairus Walker v. Peak Technical Services, Inc., et al.*, Case No. 34-2023-00333158, initiated on January 17, 2023 and a Private Attorneys General Act (“PAGA”) action, captioned, *Dairus Walker v. Peak Technical Services, Inc.*, Case No. 23CV001400, initiated on May 10, 2023, which are both pending in Superior Court of the State of California, County of Sacramento.
- 1.2 “Administrator” means Phoenix Settlement Administrators, 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 Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” means a Class Member who worked for Defendants during the PAGA Period.
- 1.5 “Class” means all non-exempt, hourly employees, including Plaintiff, employed by Peak Defendants as non-exempt employees and staffed at Defendants Emsar Biomedical Services, Inc., CSA Services Solutions, and/or CSA Franchises LLC (collectively, “Emsar”) in California from January 17, 2019 through preliminary approval (the “Settlement Period”).
- 1.6 “Class Counsel” means Crosner Legal, P.C.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member identifying information in Peak Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member 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 Class Members.
- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from January 17, 2019 through preliminary approval.
- 1.13 “Class Representative” means Darius Walker the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of Sacramento.
- 1.16 “Defendants” or “Peak Defendants” means named Defendants Peak Technical Services LP and Peak Technical Services, Inc
- 1.17 “Defense Counsel” means Sheppard, Mullin, Richter & Hampton LLP for Peak Defendants.
- 1.18 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final after the time to file any appeal from the Judgment has passed or any and all appeals are disposed of.
- 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22 “Gross Settlement Amount” means \$67,500.00 which is the total amount Peak Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses. Any employer-side payroll taxes will be paid by Peak Defendants outside of and in addition to the Gross Settlement Amount. Under no

circumstances will Peak Defendants be required to pay an amount in excess of the Gross Settlement Amount, plus any increase as set out in Section 8, and any employer-side payroll taxes.

- 1.23 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion. Non-Participating Class Members will still receive their share of the PAGA Penalties if they worked during the PAGA Period.
- 1.30 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.31 “PAGA Period” means the period from January 17, 2022 (one year prior to Plaintiff’s PAGA notice) through the date of preliminary approval.
- 1.32 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33 “PAGA Notice” means Plaintiff’s January 17, 2023 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, \$500.00, allocated 25% to the Aggrieved Employees (\$125.00) and the 75% to LWDA (\$375.00) in settlement of PAGA claims.

- 1.35 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36 “Plaintiff” means Darius Walker, the named plaintiff in the Actions.
- 1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38 "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41 “Released Parties” means: shall refer to Peak Defendants, together with their respective, current and former insurers, brands, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, joint employers or alleged joint employers, employees, officers, directors, agents, attorneys, administrators, representatives, heirs, estates, powers-of-attorney, and any individual or entity that could be jointly liable. Released Parties does not include Defendants Emsar Biomedical Services, Inc., CSA Services Solutions, and CSA Franchises LLC, such that nothing in this agreement should be construed to bar Plaintiff’s and Class Members’ claims against Defendants Emsar Biomedical Services, Inc., CSA Services Solutions, and CSA Franchises LLC in the Action or in any subsequently filed action.
- 1.42 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43 "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44 “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.
- 1.45 “Workweek” means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. RECITALS.

- 2.1 On January 17, 2023, Plaintiff commenced the Actions by filing a Class Action Complaint alleging causes of action against Defendants for Recovery of Unpaid Minimum Wages and Liquidated Damages, Recovery of Unpaid Overtime, Failure to Provide Meal Periods or Compensation in Lieu Thereof, Failure to Provide Rest Periods or Compensation in Lieu Thereof, Failure to Provide Accurate Wage Statements, Waiting Time Penalties, and Violation of Unfair Competition Law (the “Class Action”). On May 10, 2023, Plaintiff filed a Representative PAGA Complaint alleging a cause of action for Violation of the Private Attorneys General Act, Labor Code §§ 2698, et seq. (the “PAGA Action”) (collectively, the “Operative Complaints”) Defendants deny the allegations in the Operative Complaints, deny any failure to comply with the laws identified in in the Operative Complaints and deny any and all liability for the causes of action alleged.
- 2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.3 On September 19, 2024, the Parties participated in an all-day mediation presided over by Jonathan Andrews which did not result in a settlement but through further dialogue through the mediator eventually led to this Agreement to settle the Actions, in part, as to the Peak Defendants only.
- 2.4 Prior to negotiating the Settlement, Plaintiff obtained data and information 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 The Court has not granted class certification.
- 2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Peak Defendants promise to pay \$67,500.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Peak Defendants shall have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$5,000.00 in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one third of the Gross Settlement Amount (or 33.33%), which is currently estimated to be \$22,500.00 and a Class Counsel Litigation Expenses Payment of not more than \$10,000.00. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and agrees to defend, hold Defendants harmless, and indemnify Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$2,750.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves

payment less than \$2,750.00, the Administrator will retain the remainder in the Net Settlement Amount.

- 3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

- 3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for [e.g., interest and penalties] (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

- 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

- 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$500.00 to be paid from the Gross Settlement Amount, with 75% (\$375.00) allocated to the LWDA PAGA Payment and 25% (\$125.00) allocated to the Individual PAGA Payments.

- 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$125.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

- 3.2.5.2 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.

3.2.6 Offset Provision:

3.2.6.1 The Parties agree that any amounts distributed to class members and allegedly aggrieved employees from the Net Settlement Amount under this Settlement Agreement shall be offset and credited against any future settlement or judgment involving Emsar or any Related Party of Emsar, arising out of or relating to the Class Action and/or the PAGA Action that involves the overlapping class members/allegedly aggrieved employees.

3.2.6.2 Definition of Related Party. For the purposes of this agreement, a "Related Party" shall mean any individual or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with Emsar, including but not limited to, subsidiaries, affiliates, officers, directors, agents, and assigns.

3.2.6.3 Application of Offset. Any such future settlement or judgment between Plaintiff and Emsar and/or a Related Party of Emsar shall be reduced by the total amount paid by Peak Defendants to class members and allegedly aggrieved employees from the Net Settlement Amount under this Settlement Agreement. The offset will be applied in proportion to the amounts due under any such future settlement or judgment and shall not exceed the total amount paid in this settlement before any applicable deductions. Thus if Class Member A received a check for \$1,000 before applicable deductions under this Settlement Agreement and any future settlement provided Class Member A an amount greater than \$1,000, then \$1,000 of the amount in the future settlement will have been considered already paid. If, on the other hand, any future settlement provided Class Member A an amount less than \$1,000, then no additional money will be owed to Class Member A and no money will revert back to any Defendant or Related Party.

3.2.6.4 No Double Recovery. The Parties expressly agree that the purpose of this provision is to avoid double recovery by Plaintiff and overlapping class members/allegedly aggrieved employees for the same or substantially similar claims or damages, and that this clause shall be construed to give full effect to that purpose.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimates there are 17 Class Members.

- 4.2 Class Data. Not later than 20 days after the Court grants Preliminary Approval of the Settlement, Peak Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Peak Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Peak Defendants must send the Class 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 Class Data.
- 4.3 Funding of Gross Settlement Amount. Peak Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Peak Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within fourteen 14 days after the Gross Settlement Amount is funded, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members 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. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. 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 a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3 For any Class Member whose Individual Class Payment check or 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 Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Peak Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 5.1 **Plaintiff's Release.** In addition to Plaintiff's release of the Released Class Claims and Released PAGA Claims, Plaintiff's release of claims includes on behalf of himself and on behalf of his respective spouses, domestic partners, marital community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives, a complete general release and discharge of the Released Parties from any and all claims, transactions, or occurrences against the Released Parties including without limitation any and all claims which in any way relate to Plaintiff's employment with Defendants and his termination from employment, all claims under State or Federal law, in tort, common law, statute, contract, or equity, whether pled in the Operative Complaints and any amendment(s) or not, including but not limited to any claims under the Fair Labor Standards Act ("FLSA"), Title VII of the Civil Rights Act of 1964, the Americans

with Disabilities Act (“ADA”), Fair Employment and Housing Act (“FEHA”), Age Discrimination in Employment Act (“ADEA”), 42 U.S.C. § 1981, the Equal Pay Act, the Family and Medical Leave Act, the California Family Rights Act, Executive Order 11246 and 11141, the California Constitution, the Rehabilitation Act of 1973, the Private Attorneys General Act (“PAGA”), California Labor Code, any Industrial Welfare Commission Wage Order, and the alleged violation or breach of any other state, local or federal statute, ordinance, rule, and or regulation —now existing or arising in the future, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution of the Agreement and Release, whether known or unknown, suspected or unsuspected, concealed or hidden, including but not limited to all claims arising out of, based upon, or relating to Plaintiff’s employment with the Defendants or the remuneration for or termination of such employment. Without limiting the generality of the foregoing, Plaintiff’s release further includes a release of all claims or rights against Released Parties arising out of or relating to alleged violations of any contracts, express or implied (including but not limited to any contract of employment); any contract or covenant of good faith and fair dealing (express or implied); any tort, including but not limited to, negligence, fraud, misrepresentation and violation of California Labor Code section 970, negligent infliction of emotional distress, intentional infliction of emotional distress, defamation; any “wrongful discharge,” “constructive discharge;”, “retaliation” claims and claims for violation of public policy; any legal restrictions on the Defendants’ right to discharge employees; unfair competition and unfair business practices pursuant to Business and Professions Code Section 17200 et seq., interest and costs pursuant to California Civil Code Section 3287 and California Labor Code Section 218.6, statutory or common law rights to attorneys’ fees and costs, and all similar causes of action, including but not limited to, any claim for restitution, equitable relief, interest, penalties, costs, or attorneys’ fees in connection with any of the foregoing. Plaintiff’s release also includes a waiver and relinquishment of all rights and benefits afforded by Section 1542 of the Civil Code of the State of California.

Section 1542 of the Civil Code of the State of California states: 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.

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of the Released Parties, Plaintiff and Class Counsel expressly acknowledge that Plaintiff’s release of claims is intended to include in its effect, without limitation, all claims that Plaintiff knew of, as well as all claims that he does not know or

suspect to exist in his favor, against the Released Parties, or any of them, for the time period from the beginning of time to the execution of this Agreement, and that this Agreement contemplates the extinguishment of any such claims.

5.2 Release by Participating Class Members: The claims released by Class Members, other than those who submit timely requests for exclusion (the “Released Class Claims”) includes all claims, rights, demands, liabilities, and/or causes of action alleged or which could have reasonably been alleged against Released Parties arising out of the facts, circumstances, and primary rights at issue in the operative Complaint and any amendments thereto during the Settlement Period, including all claims for: 1) failure to pay all minimum wages; 2) failure to pay all overtime wages; 3) rest period violations; 4) meal period violations; 5) failure to provide accurate wage statements or maintain required records; 6) failure to timely pay wages during employment and/or upon separation of employment; 7) liquidated damages; 8) meal period premiums; 9) waiting time penalties; 10) failure to pay employees for all hours worked, 11) failure to reimburse business expenses, and 12) Unfair Competition Law violations. The Released Class Claims include, without limitation, any and all claims arising under or based upon alleged violations of California Labor Code sections 201-204, 210, 216, 225.5, 226, 226.2, 226.7, 256, 510, 512, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802; California Business and Professions Code sections 17200, et seq.; and/or the applicable California Industrial Welfare Commission (“IWC”) Wage Order(s) during the Settlement Period. The Released Class Claims are those that accrued during the Settlement Period.

5.3 Release by LWDA: The claims released by the LWDA (the “Released PAGA Claims”) includes any and all claims, actions and causes of action for PAGA civil penalties that are alleged or which reasonably could have been alleged against Released Parties during the period January 17, 2022 through the date of preliminary approval (the “PAGA Period”) arising out of the facts alleged under the operative Complaint and any amendments thereto, or which were set forth in Plaintiff’s January 17, 2023 exhaustion letter to the Labor and Workforce Development Agency, including all claims for 1) failure to pay all minimum wages; 2) failure to pay all overtime wages; 3) meal period violations; 4) rest period violations; 5) wage statement violations; 6) failure to timely pay wages during employment and upon separation of employment; 7) failure to maintain required records, 8) failure to provide paid sick leave and/or put employees on notice of their paid sick leave rights, 9) failure to pay employees for all hours worked, 10) unlawful deductions, 11) failure to reimburse business expenses, 12) unlawful criminal and/or financial background checks, 13) requiring employees to disclose arrests not resulting in convictions and/or disclose convictions prior to extending an offer of employment and/or otherwise impermissibly inquiring into employees’ criminal history, 14) requiring employees to disclose their salary history, 15) failure to provide suitable

seating, 16) requiring employees to agree in writing to a term or condition that violates the law as a condition of employment, and 17) failure to pay vested vacation/paid time off. The Released PAGA Claims include, without limitation, any and all claims arising under or based upon alleged violations of California Labor Code sections 98, 201-204, 204.1, 204.2, 205, 205.5, 210, 212, 216, 218.5, 221-223, 225.5, 226, 226.2, 226.3, 226.6, 226.7, 227.3, 233, 234, 245-248.6, 256, 432, 432.5, 432.7, 246, 247.5, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1193.6, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2699, 2699.3, 2699.5, 2802, 2804, 2810.3 and 2810.5 and/or the applicable IWC Wage Order(s) during the PAGA Period. The Released PAGA Claims are those that accrued during the PAGA period.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals, if any.

6.1 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator.

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval.

Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators ("Phoenix") to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual

Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- 7.4.3 Not later than (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be

signed and timely faxed, emailed, or postmarked by the Response Deadline. A Request for Exclusion Form, a copy of which is attached as Exhibit B, will be included in the notice packet mailed to Class Members.

- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.1 and 5.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, the LWDA is deemed to release the claims as to Non-Participating Class Members who are Aggrieved Employees as specified in Paragraph 5.2 of this Agreement and those Non-Participating Class Members who are Aggrieved Employees are eligible for an Individual PAGA Payment.
- 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks

and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment. Participating Class Members can object to the class action components of the Settlement but not the PAGA components.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than sixty (60) days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice was re-mailed). An Objection Form, a copy of which is attached hereto as Exhibit C, will be included in the notice packet mailed to Class Members.

7.7.3 Non-Participating Class Members have no right to object to any component of the Settlement.

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain

their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator’s Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.8.6 Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before

any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** The Parties agree that the number of class members is a material term to this agreement. Thus, if the number of employees covered by the Class Settlement Amount is greater than seventeen (17), then Defendants will proportionally increase the Class Settlement Amount according to the following formula: $\text{Proportionally Increased Class Settlement Amount} = \text{Total Number of employees} \div 17 \times \$67,500.00$.
9. **DEFENDANTS' RIGHT TO WITHDRAW.** Peak Defendants will have, in their sole discretion, the right to void and withdraw from the Settlement if, at any time prior to Final Approval, Ten Percent (10%) or more of Class Members opt out of the settlement. Peak Defendants must exercise this right of rescission in writing to Plaintiff's Counsel within fourteen (14) calendar days after the Response Deadline. If the option to rescind is exercised, then Peak Defendants will be solely responsible for all Settlement Administration Costs incurred to the date of rescission. Peak Defendants must notify Class Counsel and the Court of the election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 10.1 **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 10.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the

Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

- 10.3 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.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, 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 an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.
11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.
12. ADDITIONAL PROVISIONS.

- 12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Actions have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserves the right to contest certification of any class for any reasons, and Defendants reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' 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).
- 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.5 Severability. If any term or portion of this Agreement is declared invalid for any reason, such determination shall not affect the validity of the remainder of the Agreement. The invalid term or portion shall be severed and the remaining parts of this Agreement shall remain in effect as if the Agreement had been executed without the invalid term.
- 12.6 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, 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.
- 12.7 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.8 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.9 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants 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.
- 12.10 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.
- 12.11 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

- 12.12 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.
- 12.13 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.14 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.
- 12.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 12.16 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.
- 12.17 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.
- 12.18 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.
- 12.19 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.

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

Dated: 11 / 19 / 2025



Plaintiff Darius Walker

Dated: 11/19/2025


Joseph V. Salvucci Jr.
CEO for:

Defendants Peak Technical Services LP, Peak
Technical Services, Inc.

Dated: 11/20/2025

CROSNER LEGAL, PC



Brandon Brouillette, Esq
Zachary M. Crosner, Esq.
Attorneys for Plaintiff and the Class

Dated: 11 / 26 / 2025

SHEPPARD, MULLIN, RICHTER & HAMPTON
LLP



Robert Mussig
Attorneys for PEAK TECHNICAL SERVICES LP
and PEAK TECHNICAL SERVICES, INC.

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

(Darius Walker v. Peak Technical Services LP, et al,

Case Nos. 34-2023-00333158 and 23CV001400)

The Superior Court for the State of California authorized this Notice. Read it carefully!

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from a settlement of employee class action lawsuits ("Actions") against Defendants Peak Technical Services LP and Peak Technical Services, Inc., ("Peak Defendants") for alleged wage and hour violations. The Actions were filed by Darius Walker ("Plaintiff"), a former employee of Peak Defendants, and seeks payment of (1) back wages and other relief for a class of employees ("Class Members") who were employed by Peak Defendants as non-exempt employees and staffed at Emsar Biomedical Services, Inc., CSA Services Solutions, and/or CSA Franchises LLC (collectively, "Emsar") during the Class Period (January 17, 2019 through the date of preliminary approval); and (2) penalties under the California Private Attorney General Act ("PAGA") for all Class Members who worked for Peak Defendants during the PAGA Period (January 17, 2022 through the date of preliminary approval) ("Aggrieved Employees"). Peak Defendants deny committing any of the wage and hour violations alleged in the Action but have agreed to settle the Action to avoid the time and expense of continued litigation.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Peak Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Peak Defendants' records, and the Parties' current assumptions, your Individual Class Payment is estimated to be \$[REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$[REDACTED]. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Peak Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Peak Defendants' records showing that you worked [REDACTED] workweeks during the Class Period and you worked [REDACTED] workweeks during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights may be affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve

the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Peak Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Peak Defendants.

If you worked for Peak Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) Do Nothing. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage-related claims and PAGA Period penalty claims against Peak Defendants.
- (2) Opt-Out of the Class Settlement. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Peak Defendants. If you are an Aggrieved Employee, you will remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Peak Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement. If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage-related claims against Defendants that are covered by this Settlement (Released Claims).

You Can Opt-out of the Class Settlement but not the PAGA Settlement by submitting a fully-completed, signed, and dated Request for Exclusion Form, included with this Notice, to the Administrator before the Opt-out deadline.

The Opt-out Deadline is [60 days]. If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.

You cannot opt-out of the PAGA portion of the proposed Settlement. Peak Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement.

Written Objections Must be Submitted by_____.

All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the Class Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the Final Approval Hearing. The Court’s Final Approval Hearing is scheduled to take place on [DATE]. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

You Can Challenge the Calculation of Your Workweeks/Pay Periods.

Written Challenges Must be Submitted by [DATE]. The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [DATE]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of the Peak Defendants who was staffed to work at Emsar Biomedical Services, Inc. The Actions accuse Defendants of violating California labor laws by failing to pay, among other things, overtime wages, minimum wages, wages due upon termination and failing to provide meal and rest periods and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Zachary Crosner and Brandon Brouillette of Crosner Legal, PC, 9440 Santa Monica Blvd., Suite 301, Beverly Hills, CA 90210 (“Class Counsel.”)

Peak Defendants strongly deny violating any laws or failing to pay any wages and contend they properly paid all employees and complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

Plaintiff and Peak Defendants have only settled the Actions, in part, as to the Peak Defendants only. The Actions may still proceed against other named defendants who have not entered into a settlement agreement. However, Plaintiff and Peak Defendants have agreed that any settlement award or judgment against other defendants who have not entered into a settlement agreement will be offset by any amounts already paid by Peak Defendants.

So far, the Court has made no determination whether Defendants or Plaintiff is correct on the merits. In the meantime, Plaintiff and Peak Defendants hired an experienced, neutral mediator in an effort to resolve the Actions by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Peak Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Peak Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Peak Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- Peak Defendants Will Pay \$67,500.00 as the Gross Settlement Amount (Gross Settlement). Peak Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Peak Defendants will fund the Gross Settlement not more than fourteen (14) days after the Judgment entered by the Court become final. The Judgment will be final on the date the time to file any appeal from the Judgment has passed or any and all appeals are disposed of.
- Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - Up to \$22,500.00 (1/3 of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$10,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - Up to \$5,000.00 to Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - Up to \$2,750.00 to the Administrator for services administering the Settlement.
 - Up to \$500.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- Taxes Owed on Payments to Class Members. Plaintiff and Peak Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to non-taxable remedies [e.g., interest and penalties, etc.] (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Peak Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Peak Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
- Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than , that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a signed letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible

for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

- The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Peak Defendants have agreed that, in either case, the Settlement will be void: Peak Defendants will not pay any money and Class Members will not release any claims against Peak Defendants.
- Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
- Participating Class Members’ Release. After the Judgment is final and Peak Defendants has fully funded the Gross Settlement Amount (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Peak Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.
- The Participating Class Members will be bound by the following release:

The claims released by Class Members, other than those who submit timely requests for exclusion (the “Released Class Claims”) will include all claims, rights, demands, liabilities, and/or causes of action alleged or which could have reasonably been alleged against Released Parties arising out of the facts, circumstances, and primary rights at issue in the operative Complaint and any amendments thereto during the Settlement Period, including all claims for: 1) failure to pay all minimum wages; 2) failure to pay all overtime wages; 3) rest period violations; 4) meal period violations; 5) failure to provide accurate wage statements or maintain required records; 6) failure to timely pay wages during employment and/or upon separation of employment; 7) liquidated damages; 8) meal period premiums; 9) waiting time penalties; 10) failure to pay employees for all hours worked, 11) failure to reimburse business expenses, and 12) Unfair Competition Law violations. The Released Class Claims include, without limitation, any and all claims arising under or based upon alleged violations of California Labor Code sections 201-204, 210, 216, 225.5, 226, 226.2, 226.7, 256, 510, 512, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802; California Business and Professions Code sections 17200, et seq.; and/or the

applicable California Industrial Welfare Commission (“IWC”) Wage Order(s) during the Settlement Period. The Released Class Claims are those that accrued during the Settlement Period.

5.2 LWDA Release.

The claims released by the LWDA (the “Released PAGA Claims”) will include any and all claims, actions and causes of action for PAGA civil penalties that are alleged or which reasonably could have been alleged against Released Parties during the period January 17, 2022 through the date of preliminary approval (the “PAGA Period”) arising out of the facts alleged under the operative Complaint and any amendments thereto, or which were set forth in Plaintiff’s January 17, 2023 exhaustion letter to the Labor and Workforce Development Agency, including all claims for 1) failure to pay all minimum wages; 2) failure to pay all overtime wages; 3) meal period violations; 4) rest period violations; 5) wage statement violations; 6) failure to timely pay wages during employment and upon separation of employment; 7) failure to maintain required records, 8) failure to provide paid sick leave and/or put employees on notice of their paid sick leave rights, 9) failure to pay employees for all hours worked, 10) unlawful deductions, 11) failure to reimburse business expenses, 12) unlawful criminal and/or financial background checks, 13) requiring employees to disclose arrests not resulting in convictions and/or disclose convictions prior to extending an offer of employment and/or otherwise impermissibly inquiring into employees’ criminal history, 14) requiring employees to disclose their salary history, 15) failure to provide suitable seating, 16) requiring employees to agree in writing to a term or condition that violates the law as a condition of employment, and 17) failure to pay vested vacation/paid time off. The Released PAGA Claims include, without limitation, any and all claims arising under or based upon alleged violations of California Labor Code sections 98, 201-204, 204.1, 204.2, 205, 205.5, 210, 212, 216, 218.5, 221-223, 225.5, 226, 226.2, 226.3, 226.6, 226.7, 227.3, 233, 234, 245-248.6, 256, 432, 432.5, 432.7, 246, 247.5, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1193.6, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2699, 2699.3, 2699.5, 2802, 2804, 2810.3 and 2810.5 and/or the applicable IWC Wage Order(s) during the PAGA Period. The Released PAGA Claims are those that accrued during the PAGA period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$125.00 by the total number of PAGA Pay Periods worked by all Aggrieved

Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

- **Workweek/Pay Period Challenges.** The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Peak Defendants' records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Peak Defendants' calculation of Workweeks and/or Pay Periods based on Peak Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- **Participating Class Members.** The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
- **Non-Participating Class Members.** The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).
- Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.
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6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

The easiest way to opt-out is to submit a fully-completed, signed and dated Request for Exclusion Form, included with this Notice, to the Administrator before the [60 days] Opt-out deadline. You can also submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Darius Walker v. Peak Technical Services LP, et al.* and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by _____, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Peak Defendants are asking the Court to approve. At least _____ days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's _____ Website _____ (url) or the Court's website <https://www.saccourt.ca.gov/indexes/new-portal-info.aspx> (url) .

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is _____. To object send a fully-completed, signed and dated Objection Form, included with Notice, along with other documents supporting your objection, if any, to the Administrator. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Darius Walker v. Peak Yechanical Staffing, Inc.* and include your name, current address, telephone number, and approximate dates of employment for Peak Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ (time) in _____ of the Sacramento Superior Court, located at _____. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Video Appearance <https://acikiosk.azurewebsites.us/advisement?dept=CX104>. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Peak Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to (specify entity) 's website at (url) . You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.saccourt.ca.gov/indexes/new-portal-info.aspx>) and entering the Case Numbers for the Action, 34-2023-00333158 or 23CV001400.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorney: Zachary Crosner and Brandon Brouillette

Email Address: zcrosner@crosnerlegal.com; bbrouillette@crosnerlegal.com

Name of Firm: Crosner Legal, PC

Mailing Address: 9440 Santa Monica Blvd., Suite 301, Beverly Hills, CA 90210

Telephone: (866) 276-6429

Settlement Administrator: Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds / you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Exhibit 2

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

(Darius Walker v. Peak Technical Services LP, et al,

Case Nos. 34-2023-00333158 and 23CV001400)

The Superior Court for the State of California authorized this Notice. Read it carefully!

It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from a settlement of employee class action lawsuits ("Actions") against Defendants Peak Technical Services LP and Peak Technical Services, Inc., ("Peak Defendants") for alleged wage and hour violations. The Actions were filed by Darius Walker ("Plaintiff"), a former employee of Peak Defendants, and seeks payment of (1) back wages and other relief for a class of employees ("Class Members") who were employed by Peak Defendants as non-exempt employees and staffed at Emsar Biomedical Services, Inc., CSA Services Solutions, and/or CSA Franchises LLC (collectively, "Emsar") during the Class Period (January 17, 2019 through the date of preliminary approval); and (2) penalties under the California Private Attorney General Act ("PAGA") for all Class Members who worked for Peak Defendants during the PAGA Period (January 17, 2022 through the date of preliminary approval) ("Aggrieved Employees"). Peak Defendants deny committing any of the wage and hour violations alleged in the Action but have agreed to settle the Action to avoid the time and expense of continued litigation.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Peak Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Peak Defendants' records, and the Parties' current assumptions, your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Peak Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Peak Defendants' records showing that you worked [REDACTED] workweeks during the Class Period and you worked [REDACTED] workweeks during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights may be affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve

the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Peak Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Peak Defendants.

If you worked for Peak Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) Do Nothing. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage-related claims and PAGA Period penalty claims against Peak Defendants.
- (2) Opt-Out of the Class Settlement. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Peak Defendants. If you are an Aggrieved Employee, you will remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Peak Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement. If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage-related claims against Defendants that are covered by this Settlement (Released Claims).

You Can Opt-out of the Class Settlement but not the PAGA Settlement by submitting a fully-completed, signed, and dated Request for Exclusion Form, included with this Notice, to the Administrator before the Opt-out deadline.

The Opt-out Deadline is [60 days]. If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.

You cannot opt-out of the PAGA portion of the proposed Settlement. Peak Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement.

Written Objections Must be Submitted by_____.

All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the Class Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

You Can Participate in the Final Approval Hearing. The Court’s Final Approval Hearing is scheduled to take place on [DATE]. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

You Can Challenge the Calculation of Your Workweeks/Pay Periods.

Written Challenges Must be Submitted by [DATE]. The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [DATE]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of the Peak Defendants who was staffed to work at Emsar Biomedical Services, Inc. The Actions accuse Defendants of violating California labor laws by failing to pay, among other things, overtime wages, minimum wages, wages due upon termination and failing to provide meal and rest periods and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Zachary Crosner and Brandon Brouillette of Crosner Legal, PC, 9440 Santa Monica Blvd., Suite 301, Beverly Hills, CA 90210 (“Class Counsel.”)

Peak Defendants strongly deny violating any laws or failing to pay any wages and contend they properly paid all employees and complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

Plaintiff and Peak Defendants have only settled the Actions, in part, as to the Peak Defendants only. The Actions may still proceed against other named defendants who have not entered into a settlement agreement. However, Plaintiff and Peak Defendants have agreed that any settlement award or judgment against other defendants who have not entered into a settlement agreement will be offset by any amounts already paid by Peak Defendants.

So far, the Court has made no determination whether Defendants or Plaintiff is correct on the merits. In the meantime, Plaintiff and Peak Defendants hired an experienced, neutral mediator in an effort to resolve the Actions by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Peak Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Peak Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Peak Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- Peak Defendants Will Pay \$67,500.00 as the Gross Settlement Amount (Gross Settlement). Peak Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Peak Defendants will fund the Gross Settlement not more than fourteen (14) days after the Judgment entered by the Court become final. The Judgment will be final on the date the time to file any appeal from the Judgment has passed or any and all appeals are disposed of.
- Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - Up to \$22,500.00 (1/3 of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$10,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - Up to \$5,000.00 to Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - Up to \$2,750.00 to the Administrator for services administering the Settlement.
 - Up to \$500.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- Taxes Owed on Payments to Class Members. Plaintiff and Peak Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to non-taxable remedies [e.g., interest and penalties, etc.] (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Peak Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Peak Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
- Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than , that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a signed letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible

for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

- The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Peak Defendants have agreed that, in either case, the Settlement will be void: Peak Defendants will not pay any money and Class Members will not release any claims against Peak Defendants.
- Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
- Participating Class Members’ Release. After the Judgment is final and Peak Defendants has fully funded the Gross Settlement Amount (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Peak Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.
- The Participating Class Members will be bound by the following release:

The claims released by Class Members, other than those who submit timely requests for exclusion (the “Released Class Claims”) will include all claims, rights, demands, liabilities, and/or causes of action alleged or which could have reasonably been alleged against Released Parties arising out of the facts, circumstances, and primary rights at issue in the operative Complaint and any amendments thereto during the Settlement Period, including all claims for: 1) failure to pay all minimum wages; 2) failure to pay all overtime wages; 3) rest period violations; 4) meal period violations; 5) failure to provide accurate wage statements or maintain required records; 6) failure to timely pay wages during employment and/or upon separation of employment; 7) liquidated damages; 8) meal period premiums; 9) waiting time penalties; 10) failure to pay employees for all hours worked, 11) failure to reimburse business expenses, and 12) Unfair Competition Law violations. The Released Class Claims include, without limitation, any and all claims arising under or based upon alleged violations of California Labor Code sections 201-204, 210, 216, 225.5, 226, 226.2, 226.7, 256, 510, 512, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802; California Business and Professions Code sections 17200, et seq.; and/or the

applicable California Industrial Welfare Commission (“IWC”) Wage Order(s) during the Settlement Period. The Released Class Claims are those that accrued during the Settlement Period.

5.2 LWDA Release.

The claims released by the LWDA (the “Released PAGA Claims”) will include any and all claims, actions and causes of action for PAGA civil penalties that are alleged or which reasonably could have been alleged against Released Parties during the period January 17, 2022 through the date of preliminary approval (the “PAGA Period”) arising out of the facts alleged under the operative Complaint and any amendments thereto, or which were set forth in Plaintiff’s January 17, 2023 exhaustion letter to the Labor and Workforce Development Agency, including all claims for 1) failure to pay all minimum wages; 2) failure to pay all overtime wages; 3) meal period violations; 4) rest period violations; 5) wage statement violations; 6) failure to timely pay wages during employment and upon separation of employment; 7) failure to maintain required records, 8) failure to provide paid sick leave and/or put employees on notice of their paid sick leave rights, 9) failure to pay employees for all hours worked, 10) unlawful deductions, 11) failure to reimburse business expenses, 12) unlawful criminal and/or financial background checks, 13) requiring employees to disclose arrests not resulting in convictions and/or disclose convictions prior to extending an offer of employment and/or otherwise impermissibly inquiring into employees’ criminal history, 14) requiring employees to disclose their salary history, 15) failure to provide suitable seating, 16) requiring employees to agree in writing to a term or condition that violates the law as a condition of employment, and 17) failure to pay vested vacation/paid time off. The Released PAGA Claims include, without limitation, any and all claims arising under or based upon alleged violations of California Labor Code sections 98, 201-204, 204.1, 204.2, 205, 205.5, 210, 212, 216, 218.5, 221-223, 225.5, 226, 226.2, 226.3, 226.6, 226.7, 227.3, 233, 234, 245-248.6, 256, 432, 432.5, 432.7, 246, 247.5, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1193.6, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2699, 2699.3, 2699.5, 2802, 2804, 2810.3 and 2810.5 and/or the applicable IWC Wage Order(s) during the PAGA Period. The Released PAGA Claims are those that accrued during the PAGA period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$125.00 by the total number of PAGA Pay Periods worked by all Aggrieved

Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.

- **Workweek/Pay Period Challenges.** The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Peak Defendants' records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Peak Defendants' calculation of Workweeks and/or Pay Periods based on Peak Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- **Participating Class Members.** The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
- **Non-Participating Class Members.** The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).
- Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.
-

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

The easiest way to opt-out is to submit a fully-completed, signed and dated Request for Exclusion Form, included with this Notice, to the Administrator before the [60 days] Opt-out deadline. You can also submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Darius Walker v. Peak Technical Services LP, et al.* and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by _____, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Peak Defendants are asking the Court to approve. At least _____ days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's _____ Website _____ (url) or the Court's website <https://www.saccourt.ca.gov/indexes/new-portal-info.aspx> (url) .

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is _____. To object send a fully-completed, signed and dated Objection Form, included with Notice, along with other documents supporting your objection, if any, to the Administrator. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Darius Walker v. Peak Yechanical Staffing, Inc.* and include your name, current address, telephone number, and approximate dates of employment for Peak Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ (time) in _____ of the Sacramento Superior Court, located at _____. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via Video Appearance <https://acikiosk.azurewebsites.us/advisement?dept=CX104>. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Peak Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to (specify entity) 's website at (url) . You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.saccourt.ca.gov/indexes/new-portal-info.aspx>) and entering the Case Numbers for the Action, 34-2023-00333158 or 23CV001400.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorney: Zachary Crosner and Brandon Brouillette

Email Address: zcrosner@crosnerlegal.com; bbrouillette@crosnerlegal.com

Name of Firm: Crosner Legal, PC

Mailing Address: 9440 Santa Monica Blvd., Suite 301, Beverly Hills, CA 90210

Telephone: (866) 276-6429

Settlement Administrator: Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds / you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Exhibit 3



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

Kiara Bramasco, Esq.
kiara@crosnerlegal.com
direct: (424) 335-5236
office: (310) 496-5818
fax: (310) 510-6429

January 17, 2023

VIA PAGA ONLINE FILING ONLY:

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

VIA U.S. CERTIFIED MAIL:

KMK SERVICE CORP.,
Agent for Service of Process for:
Emsar Biomedical Services, Inc.
One East Fourth Street, Suite 1400
Cincinnati, OH 45202

Emsar Biomedical Services, Inc.
Attn: Human Resources / Legal Dept.
100 Anna Ave Suite 1
Blandon, PA. 19510

Emsar Biomedical Services, Inc.
Attn: Human Resources / Legal Dept.
PO Box 202887
Austin, TX 78720

National Registered Agents, Inc.
Agent for Service of Process for:
Peak Technical Services L.P.
28 Liberty Street
New York, NY 10005

National Registered Agents, Inc.
Agent for Service of Process for:
Peak Technical Services, Inc.
28 Liberty Street
New York, NY 10005

Peak Technical Services, Inc.
Attn: CA Registered Agent
Authorized Employees: Amanda
Garcia, Gabriela Sanchez, Daisy
Montenegro, Beatrice Casarez-
Barrientez, Jessie Gastelum,
John Montijo, Diana Ruiz, Sarai
Marin, Emanuel Jacobo, Gladys
Aguilera, Vivian Imperial,
Carlos Paz, Alberto Damonte,
Peter Cayetano, Elsa Montanez,
Xenia Perez, and Yesenia
Carpenter
330 N Brand Blvd
Glendale, CA 91203

Peak Technical Services L.P.

Attn: CA Registered Agent Authorized Employees:
Amanda Garcia, Gabriela Sanchez, Daisy Montenegro,
Beatrice Casarez-Barrientez, Jessie Gastelum, John
Montijo, Diana Ruiz, Sarai Marin, Emanuel Jacobo,
Gladys Aguilera, Vivian Imperial, Carlos Paz, Alberto
Damonte, Peter Cayetano, Elsa Montanez, Xenia Perez,
and Yesenia Carpenter
330 N Brand Blvd
Glendale, CA 91203

Peak Technical Services, Inc.

Attn: Human Resources / Legal
Department
583 Epsilon Drive
Pittsburgh, PA 15238-2816

Peak Technical Services L.P.

Attn: Human Resources / Legal Department
583 Epsilon Drive
Pittsburgh, PA 15238-2816

NOTICE OF PRIVATE ATTORNEYS GENERAL ACT CLAIM

To: California Labor and Workforce Development Agency; Emsar Biomedical
Services, Inc.; Peak Technical Services L.P.; and Peak Technical Services, Inc.;
Date: January 17, 2023
Subject: *Darius Walker v. Emsar Biomedical Services, Inc. et. al.*

Introduction

This office represents COMPLAINANT, Darius Walker (hereinafter “COMPLAINANT”) in connection with COMPLAINANT’s claims under the California Labor Code. COMPLAINANT was, at all relevant times herein mentioned, an employee of the following entities and individual managing agents of said entities: Emsar Biomedical Services, Inc.; Peak Technical Services L.P.; and Peak Technical Services, Inc. (hereinafter, these entities and their managing agents are collectively referred to as “EMPLOYER”). EMPLOYER may be contacted directly at the addresses listed above.

Pursuant to California Labor Code sections 2699.3 and 2699.5, COMPLAINANT, on behalf of COMPLAINANT, and on behalf of all current and former non-exempt employees employed by any one or more of the EMPLOYER entities at any location in California within one year of the date of this notice (“NON-EXEMPT AGGRIEVED EMPLOYEES”) and on behalf of all current and former exempt employees employed by any one or more of the EMPLOYER entities at any location in California within one year of the date of this notice (“EXEMPT AGGRIEVED EMPLOYEES”), hereby gives written notice (“NOTICE”) of COMPLAINANT’s claims against EMPLOYER.

Said “NON-EXEMPT AGGRIEVED EMPLOYEES” include the following:

- (1) all non-exempt workers who were directly employed by Peak Technical Services L.P. and/or Peak Technical Services, Inc. regardless of where those non-exempt workers were assigned or staffed to work – in California at any time within one year of the date of this NOTICE;
- (2) all non-exempt workers who were assigned/staffed to work at Emsar Biomedical Services, Inc. by Peak Technical Services L.P. and/or Peak Technical Services, Inc. and/or any other staffing/temporary service agencies in California at any time within one year of the date of this NOTICE; and
- (3) all non-exempt workers who were directly employed by Emsar Biomedical Services, Inc. in California within one year of the date of this NOTICE.

Said “EXEMPT AGGRIEVED EMPLOYEES” include the following:

- (1) all exempt workers who were directly employed by Peak Technical Services L.P. and/or Peak Technical Services, Inc. regardless of where those exempt workers were assigned or staffed to work – in California at any time within one year of the date of this NOTICE;
- (2) all exempt workers who were assigned/staffed to work at Emsar Biomedical Services, Inc. by Peak Technical Services L.P. and/or Peak Technical Services, Inc. and/or any other staffing/temporary service agencies in California at any time within one year of the date of this NOTICE; and
- (3) all exempt workers who were directly employed by Emsar Biomedical Services, Inc. in California within one year of the date of this NOTICE (“EXEMPT AGGRIEVED EMPLOYEES”),

This NOTICE is being provided via online filing to the California Labor and Workforce Development Agency (“LWDA”) and EMPLOYER via certified mail to its Agent(s) for Service of Process and/or entity mailing address as provided to the California Secretary of State.

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

This NOTICE is sent in compliance with the reporting requirements of California Labor Code sections 2699.3 and 2699.5. This NOTICE further reserves any and all rights by COMPLAINANT to amend this notice to include, amend, or add further charges upon discovery of new violations of any of the provisions of the California Labor Code. In addition, to the extent that entities and/or other individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code sections including, but not limited to sections 558.1 and 1197.1—COMPLAINANT reserves any and all rights to add, substitute, or

change the name of employer entities and/or individuals responsible for the violations at issue. Any further amendments and changes to this notice shall relate back to the date of this NOTICE. Consequently, EMPLOYER is on notice that COMPLAINANT continues its investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of *any* of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein. For violations that are curable under § 2699.3(c) and that EMPLOYER intends to cure within the statutory time period set forth in §§ 2699 and 2699.3(c), the EMPLOYER shall provide notice including a description of the actions taken to cure. If the alleged violation is not cured within the statutory time period, COMPLAINANT will commence a civil action pursuant to section 2699. For all other violations that are not curable, an action pursuant to section 2699(a) and 2699(f) will commence after the requirements under 2699.3 are fulfilled.

Based on the following summary of facts and theories upon which COMPLAINANT will base COMPLAINANT's claims, COMPLAINANT requests that the LWDA regard this NOTICE as written notice of COMPLAINANT's intent to seek civil penalties against EMPLOYER. Under *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, a PAGA representative has authority to seek penalties for all known violations committed by the employer – regardless of whether the representative experienced all violations personally. *Id.* at 760-761. Moreover, under *Johnson v. Maxim Healthcare Servs., Inc.*, (2021) 66 Cal. App. 5th 924, 929, an employee may pursue a claim under PAGA even when that employee's individual claim is time-barred.

COMPLAINANT, on behalf of COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES, alleges that the specific provisions of California law that EMPLOYER has violated, requiring this NOTICE, include but are not limited to: California Labor Code sections 201-203, 204, 216, 221-223, 226, 226.2, 226.7, 245-248.6, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all applicable Wage Orders.

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

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

COMPLAINANT is informed and believes and thereon alleges that at all relevant times EMPLOYER and unknown entities operated as a single integrated enterprise with common ownership and centralized human resources as set forth herein. Under California law, in

determining whether two defendant entities are liable as an integrated enterprise, courts consider four factors: (1) centralized control of labor relations; (2) interrelation of operations; (3) common management; and (4) common ownership or financial control. *Laird v. Capital Cities/ABC, Inc.* (1998) 68 Cal.App.4th 727, 737 (overruled on other grounds, *Reid v. Google, Inc.* (2010) 50 Cal. 4th 512 (2010).)

COMPLAINANT believes and hereon asserts that EMPLOYER and unknown entities must be classified as joint employers of COMPLAINANT for purposes of liability for civil penalties under PAGA, as the aforementioned entities engaged, suffered and permitted COMPLAINANT to perform services from which they benefited, and furthermore that the aforementioned entities had the right to exercise control over the wages, hours and/or working conditions of COMPLAINANT at all relevant times herein, so as to be considered the joint employers of COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES. By reason of their status as joint employers of COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES, they are each liable for civil penalties for violations of the California Labor Code and applicable Wage Orders as to COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES.

Individual Liability Under Labor Code § 558.1

Labor Code section 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code sections 203, 226, 226.7, 1194, and 2802. EMPLOYER, at all relevant times, was an employer or person acting on behalf of employer(s) who violated COMPLAINANT's and other NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' rights by violating various sections of the California Labor Code. The California Legislature defines "other person acting on behalf of an employer" as "*a natural person* who is an owner, director, officer, or managing agent of the employer." The "managing agent" definition mirrors that found in California's punitive damages statute (subdivision (b) of section 3294 of the Civil Code). Under that statute and supporting case law, "managing agents" are all employees who exercise substantial independent authority and judgment in their corporate decision-making such that their decisions ultimately determine corporate policy. *White v. Ultramar, Inc.* (1999) 21 Cal. 4th 563, 566-67. For the reasons set forth above and others, at all relevant times, any above-listed individuals meet the criteria of managing agents under California law, and therefore, may be held liable under California Labor Code sections 558 and 558.1 for violations of Labor Code §§ 203, 226, 226.7, and 1194 as further described in detail below.

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

General Information

EMPLOYER owns, operates and/or otherwise manages a business specializing in biomedical equipment service and repair and/or a business that supplies labor to, including but not limited to, businesses specializing in biomedical equipment service and repair.¹

COMPLAINANT was employed by EMPLOYER as a non-exempt employee. COMPLAINANT worked for EMPLOYER as a service technician, equipment tester and/or similar title(s) from in or around December 2020 until his date of termination, on or around March 20, 2022. EMPLOYER assigned COMPLAINANT to work out of various hospitals located in California, including but not limited to, Sutter Medical Center, on Capitol Avenue, in Sacramento, California. PLAINTIFF's job duties included but were not limited to, performing tests and warranty repairs on various medical equipment, such as, but not limited to, ventilators and EKG machines. COMPLAINANT regularly worked at least eight (8) hours per day, at least (5) days per week. EMPLOYER paid COMPLAINANT an hourly rate for time counted by EMPLOYER as hours worked.

Among other things, EMPLOYER (1) failed and continues to fail to keep accurate and complete time records for COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES; (2) failed and continues to fail to pay COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked; (3) failed and continues to fail to pay COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES at least minimum wage for all hours worked and overtime/regular rates for corresponding work; (4) failed and continues to fail to pay proper overtime wages for failure to incorporate all non-discretionary compensation into the overtime premium pay calculations; (5) failed and continues to fail to provide COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES with proper meal and/or rest breaks, and/or compensate COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES an additional hour of premium pay at the regular rate of compensation for missed/improper meal and/or rest periods; (6) refused and continues to refuse to make and/or falsely denied the amount of payments due to COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES, including but not limited to, owed sick pay; (7) failed and continues to fail to place COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES on proper notice of their workplace rights, including but not limited to owed sick pay; (8) failed and continues to fail to provide legally compliant wage statements to COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES; (9) made unlawful deductions from COMPLAINANT's and other NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' paychecks; (10) failed and continues to fail to timely pay wages to COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES during employment and/or upon separation of employment; (11) failed and continues to fail to reimburse COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES for business expenses incurred on behalf of EMPLOYER; (12) conducted and continues to conduct illegal criminal and/or financial background checks as a

¹ See <https://www.emsar.com/about-us/> (Last visited on January 9, 2023).

condition of COMPLAINANT's, NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' hire and continued employment; (13) required and continues to require COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to disclose arrests not resulting in convictions and/or to disclose convictions prior to extending an offer of employment and/or otherwise impermissibly inquired and continues to inquire into COMPLAINANT's, NON-EXEMPT AGGRIEVED EMPLOYEES', and/or EXPEMPT AGGRIEVED EMPLOYEES' criminal history on their employment applications and sign off on same as a condition of employment; (14) required and continues to require COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGREIVED EMPLOYEES to disclose their salary history; (15) failed and continues to fail to provide suitable seating; and (16) required and continues to require COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to a term or condition that violates the law as a condition of employment. Further descriptions of the above-mentioned violations and others are explained below.

Labor Code Violations

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

Based on information and belief, EMPLOYER failed, and continues to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES began and ended each work period, time records of meal periods, and accurate itemized wage statements.

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

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

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

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

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

EMPLOYER's failure to keep "accurate and complete" payroll records for COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject EMPLOYER to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each NON-EXEMPT AGGRIEVED EMPLOYEE, results in a separate civil penalty.²

Violations of Labor Code Sections 226(b)-(c), 1198.5, and 432:

Time and Pay Records

Labor Code section 226 and all applicable IWC Wage Orders, section 7 require that employers keep the following information on file for each employee for a minimum of three years: The employee's dates of employment; the employee's hourly rates and the corresponding number of hours worked by the employee at each hourly rate, when the employee begins and ends each work period (including meal periods) and split intervals; total hours worked by the employee; all deductions; gross wages earned; and net wages earned.

Section (b) of Labor Code section 226 further requires employers to "afford current and former employees the right to inspect or receive a copy of records pertaining to their employment upon reasonable request to the employer." Section (c) of Labor Code section 226 provides that, "an employer who receives a written or oral request to inspect or receive a copy of records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request. A violation of this subdivision is an infraction." An employer's failure to comply within this timeframe entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty from the employer. Lab. Code section 226(f).

Personnel Records

In addition to their right to time and pay records, employees, and their representatives, have the right to inspect and receive a copy of their personnel files pursuant to Labor Code section 1198.5. This statute applies to both former and current employees. Labor Code section 432 further specifies that employers must furnish copies of all employment records bearing the employee's signature.

Labor Code section 1198.5 also requires that the file be made available for inspection or receipt within a "reasonable" amount of time, but "not later than 30 calendar days from the date the

² See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

employer receives a written request.” An employer’s failure to comply within this timeframe likewise entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty from the employer. Lab. Code section 1198.5(k).

Based on information and belief, EMPLOYER fails to timely produce or make available a current or former employee’s personnel records and/or payroll records when requested pursuant to Labor Code sections 226, 1198.5, 432, and/or the applicable Wage Order. For example, COMPLAINANT sent a written request for payroll and personnel records to EMPLOYER. Yet, EMPLOYER failed to timely produce complete records within the time periods delineated by California labor law. Based on information and belief, EMPLOYER failed and continues to fail to timely produce complete payroll and personnel records when requested by other NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES.

These violations subject EMPLOYER to penalties under Labor Code sections 226, 1198.5, and 2699. Each violation of each Labor Code section and Wage Order provision, for each NON-EXEMPT AGGRIEVED EMPLOYEE and each EXEMPT AGGRIEVED EMPLOYEE, results in a separate civil penalty.

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

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

Employers must pay employees an additional hour of wages at the employees’ regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted meal period, first

meal period provided after five (5) hours, second meal period provided after 10 hours). Lab. Code § 226.7; all applicable IWC Wage Orders, §11(B) (“If an employer fails to provide an employee a meal period in accordance with the applicable provision of this Order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided”); *Brinker, supra*, 53 Cal.4th 1004.

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

COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES would not receive legally compliant thirty (30) minute first meal breaks. Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were consistently unable to take timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to take late meal periods, interrupted meal periods, and/or work through part or all their meal periods due to understaffing, the nature and constraints of their job duties and/or commentary from supervisors pressuring them to take non-compliant meal breaks or skip meal breaks completely. For example, COMPLAINANT was consistently pressured to complete his work duties according to a designated schedule such that any meal periods were only taken once tasks were completed, and/or as time permitted. As such, COMPLAINANT was consistently forced to take late, interrupted, shortened meal periods, and/or work through his meal periods completely due to lack of relief workers, the need to complete repairs, service equipment and/or complete other work tasks. Based on information and belief, other NON-EXEMPT AGGRIEVED EMPLOYEES were also consistently forced to take late, interrupted, shortened meal periods, and/or work through his meal periods completely due to lack of relief workers, the need to complete repairs, service equipment and/or complete other work tasks.

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

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

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

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

Based on information and belief, per EMPLOYER's uniform policy and practice, NON-EXEMPT AGGRIEVED EMPLOYEES who worked shifts of more than ten hours did not receive a second legally compliant thirty (30) minute second meal break. For example, when COMPLAINANT worked shifts of more than ten hours, he did not receive a second legally compliant thirty (30) minute second meal period and any first meal period was often worked through and/or otherwise noncompliant.

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

Moreover, based on information and belief, EMPLOYER failed to keep accurate records of the true start and end times of COMPLAINANT's and NON-EXEMPT AGGRIEVED EMPLOYEES' meal periods. Based on information and belief, to the extent meal period were recorded, EMPLOYER illegally rounded the start and end times of purported meal periods resulting in COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES not being paid for all time worked as well as late and/or shortened meal periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

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

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

EMPLOYER failed to pay COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES, an additional hour of wages at their respective regular rates of compensation for each workday a lawful meal period was not provided. EMPLOYER either failed to pay a meal

period premium at all for each workday a lawful meal period was not provided and/or failed to pay the proper meal period premium for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses/incentive pay, shift differential pay and/or other non-discretionary compensation into the regular rate or compensation for purposes of calculating the owed meal period premium.

The aforementioned conduct results in violations of Labor Code sections 226.7, 512, and 1198-1199, and all applicable IWC Wage Orders, section 11(A) and (C) along with all applicable IWC Wage Orders. These violations subject EMPLOYER to civil penalties under Labor Code sections 558.1, 558 and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the referenced statutes and Wage Order provisions were violated.³ EMPLOYER's failure to provide valid meal periods, and the automatic deduction for meal periods that were not provided/valid, ultimately results in further violations, such as violations of Labor Code sections 1174, 1199, 226.6, discussed above, and other violations discussed below.

Rest Period Violations: California law requires employers to provide employees a paid, duty-free ten (10) minute rest period for each four (4) hours worked, or major fraction thereof. *See* applicable IWC Wage Order, §12(A). In *Brinker v. Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012), the California Supreme Court held that employees are entitled to a 10-minute paid rest period for shifts from 3 ½ to 6 hours in length, two 10-minute rest periods for shifts more than 6 hours up to 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at 1029). The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided").

Moreover, under California law rest periods must be a "net" ten minutes in a suitable rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly

³ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period"); Lab. Code §558 (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); All applicable IWC Wage Orders, §20 (establishing that "[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid").

articulates the right to a net ten minutes, which means it must clearly communicate what “net” ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; see also, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the “onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to its employees.”).

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

COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES were not adequately informed, authorized, instructed about, nor permitted an opportunity to take proper rest breaks per California law. Based on information and belief, EMPLOYER had no policy in place nor instruction as to the taking of duty-free rest periods. Based on information and belief, EMPLOYER did not have a compliant written rest period policy, nor did EMPLOYER have any sort of compliant rest period policy in practice. For example, COMPLAINANT was consistently pressured to complete his work duties according to a designated schedule such that any rest periods were only taken once tasks were completed, and/or as time permitted. As such, COMPLAINANT was consistently forced to take interrupted and/or shortened rest periods, and/or work through his rest periods completely due to lack of relief workers, the need to complete repairs, service equipment and/or complete other work tasks. Based on information and belief, COMPLAINANT was rarely, if ever, afforded a legally compliant rest period during his employment.

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

Moreover, based on information and belief, EMPLOYER failed to provide any form of a third rest period on shifts lasting longer than ten hours. For example, when COMPLAINANT worked more than ten (10) hours in a shift, he was not afforded any version of a third rest period.

Based on information and belief, EMPLOYER implemented policies and/or practices that failed to relieve COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and EMPLOYER’s control during rest periods. For example, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were required to remain tethered to their worksites and/or work communication devices during purported rest periods.

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

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

The aforementioned conduct results in violations of Labor Code sections 226.7, and 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject EMPLOYER to civil penalties under Labor Code sections 558, 2699, and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the referenced statutes and Wage Order provisions were violated.⁴

Minimum Wage Violations: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorneys’ fees, and costs of suit.” Labor Code section 1194.

Labor Code section 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission, and any payment of less than the minimum wage is unlawful. The minimum wage standard applies to each hour employees worked for which they were not paid. Pursuant to section 4 of the applicable Wage Order, “Every employer shall pay to each employee not less than the applicable minimum wage for all hours worked in the payroll period...” The applicable Wage Order defines “hours worked” as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” *See* §2 of all applicable Wage Orders. Therefore, employers are required to pay employees for all time spent subject to the control of the employer and all time the employee is suffered or permitted to work. An employer’s failure to pay for any particular hour worked by an employee is unlawful even if averaging an employee’s total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324. Furthermore, “in any action

⁴ See Lab. Code §2699(f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”); and All applicable IWC Wage Orders, §20 (establishing that “[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid”).

under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon..." *Cal. Lab. Code* § 1194.2.

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

Based on information and belief, EMPLOYER implemented a policy and/or practice of rounding meal period start and end times and/or automatically deducting at least thirty minutes per shift for meal periods, despite having actual and/or constructive knowledge that COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES were subject to EMPLOYER's control during purported meal periods and/or were otherwise not afforded with lawful meal periods, depriving COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES of all wages owed.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were not paid for all hours worked due to EMPLOYER's policy and/or practice of paying according to scheduled hours worked instead of actual time worked, and/or mandated off-the clock work policies and/or practices. For example, EMPLOYER required COMPLAINANT keep track of how many different service and/or repair jobs he performed each shift and would pay COMPLAINANT according to an estimated / expected time for completion of each repair / job, resulting in consistent off-the-clock work and the underpayment of wages owed to COMPLAINANT. For instance, at times, COMPLAINANT was required to spend two hours to repair a unit, however, EMPLOYER would only pay him for 45 minutes. COMPLAINANT estimates this resulted in an average of at least several hours of off-the-clock work each workweek.

Moreover, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were not compensated for off-the-clock work tasks, such as, but not limited to, all time spent preparing for jobs and/or time spent between jobs and/or waiting time, which resulted in the underpayment of wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were also pressured to complete at least some of their work tasks off-the-clock in order to meet EMPLOYER's goals and expectations. For example, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were also required to complete off-the-clock work outside of scheduled shifts due to work-related phone calls and/or messages they received to their personal phones and were required to respond to, including but not limited to, communications from supervisors and/or other NON-EXEMPT AGGRIEVED EMPLOYEES regarding scheduling and/or other work tasks, resulting in the underpayment of wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were required to perform other pre-shift and/or post-shift work that was neither recorded nor compensated. For example, on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were at times required to stand in line behind other employees to enter their assigned facility and/or undergo security/temperature screenings without being compensated for this time spent under EMPLOYER's control. This off-the-clock work, including but not limited to, undergoing security/temperature screenings and/or waiting to enter the facility after arriving at work, was not compensated, resulting in the underpayment of minimum and overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Moreover, COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES were required to perform other off-the-clock work for which they were not compensated. For example, COMPLAINANT was directed by EMPLOYER to complete weekly paperwork relating to recalls, inspections and/or repairs that COMPLAINANT was required to perform on the medical equipment. EMPLOYER told COMPLAINANT he had to perform this work off-the-clock. COMPLAINANT estimates this time spent reviewing and/or completing work-related paperwork resulted in at least four (4) to five (5) hours of off-the-clock work per week and the significant underpayment of wages owed to COMPLAINANT.

Based on information and belief, EMPLOYER failed to pay NON-EXEMPT AGGRIEVED EMPLOYEES for time they were required to spend completing orientation, policy questionnaires, and/or time spent completing the onboarding process including but not limited to reviewing various documents and policies provided by EMPLOYER. Based on information and belief, this work time was completed off-the-clock and was not compensated.

Based on information and belief, at times, EMPLOYER instituted a piece-rate-based compensation scheme that resulted in pay periods during which NON-EXEMPT AGGRIEVED EMPLOYEES were denied the minimum wage for all hours worked. For example, on information and belief, at times, EMPLOYER paid NON-EXEMPT AGGRIEVED EMPLOYEES on a strictly piece-rate basis (e.g., per repair/service job and/or using a flagged-hour basis), at least during some pay periods, during the relevant time period. However, based on information and belief, EMPLOYER failed to separately compensate NON-EXEMPT AGGRIEVED EMPLOYEES for all non-piece rate related activities/all non-productive time, including but not limited to, all rest breaks and/or time spent preparing/setting up for jobs, time spent completing paperwork, waiting between jobs and tasks and/or other waiting time, and/or performing work duties that otherwise fall outside of the piece-rate pay criteria. EMPLOYER's failure to separately compensate NON-EXEMPT AGGRIEVED EMPLOYEES for their rest periods and/or other non-productive time and/or failure to compensate them at the correct rates for all non-productive time including rest periods resulted in the failure to pay NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked and violations of California wage and hour laws, including but not limited to, Labor Code sections 226.2 and/or 1197. Based on information and belief, EMPLOYER further failed to include this information on these employees' wage statements required by Labor Code section 226.2.

Based on further information and belief, EMPLOYER implemented a time-rounding system that as applied systematically deprived COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES of compensable time because the time-rounding system implemented by EMPLOYER would almost always, if not always, result in understating actual compensable work time. EMPLOYER's failure to pay for all time worked by virtue of its time-rounding practices resulted in the underpayment of minimum wages owed to COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES as well as unpaid overtime wages for those NON-EXEMPT AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day and/or more than forty (40) hours in a week.

EMPLOYER's failure to pay for all time worked by virtue of its time rounding, auto-deduction policies and practices for unlawful meal periods, failure to provide lawful meal periods, and/or other off-the-clock work practices and policies, resulted in the underpayment of minimum wages owed to COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES as well as unpaid overtime wages for those NON-EXEMPT AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day and/or more than forty (40) hours in a week.

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

These violations subject EMPLOYER, to civil penalties under Labor Code sections 558, 558.1, 1197.1 and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the referenced statutes and Wage Order provisions were violated.⁵

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

Based on information and belief, EMPLOYER violated California's overtime laws by, among other things, failing to correctly calculate, or record, the total number of hours worked by

⁵ See Lab. Code §1197.1(a) (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); All applicable IWC Wage Orders, §20 (establishing that "[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid").

COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES and not paying proper overtime rates for overtime worked by virtue of same.

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

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

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

Based on information and belief, EMPLOYER sometimes paid NON-EXEMPT AGGRIEVED EMPLOYEES multiple base rates of pay in one workweek but failed to incorporate all multiple base rates of pay into the regular rate of pay for purposes of calculating the owed overtime rate(s), resulting in the miscalculation and underpayment of overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

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

This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1, 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject EMPLOYER to civil penalties under Labor Code sections 558, 558.1, 218.5, and 2699, and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the referenced statutes and Wage Order provisions were violated.⁶

⁶ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period"); Lab. Code §558 (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); All applicable Wage Orders, §20 (establishing that "in addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid").

Violation of Labor Code Section 226.2: Labor Code section 226.2 requires an employer to pay employees compensated on a piece-rate basis separately for rest and recovery periods and nonproductive time, apart from any piece-rate pay. This statute further requires an employer to include on the wage statements for these employees the total hours of compensable rest and recovery period, the total hours for other non-productive time, the rates of compensation for these hours, and the gross wages paid for these hours. In addition, the statute requires that employees shall be compensated for rest and recovery periods at a regular hourly rate that is no less than the higher of: (i) an average hourly rate determined by dividing the total compensation for the workweek, exclusive of compensation for rest and recovery periods and any premium compensation for overtime, by the total hours worked during the workweek, exclusive of rest and recovery periods, or (ii) The applicable minimum wage. Per case law, Labor Code section 226.2 also applies to employees compensated on a commission basis.

During the relevant period, EMPLOYER failed to comply with Labor Code section 226.2. Specifically, based on information and belief, EMPLOYER failed to compensate NON-EXEMPT AGGRIEVED EMPLOYEES who were paid on a piece rate (e.g., per repair/per service) and or commission basis separately for the rest periods and nonproductive time, and/or failed to pay them for this time at the correct rates. Based on information and belief, EMPLOYER further failed to include the information on these employees' wage statements required by this statute.

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

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

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

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

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

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

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

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

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

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

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

Failure To Provide Supplemental Paid Sick Leave: Labor Code section 248.2 provides that all employers with 26 or more employees are required to provide up to 80 hours for covered employees to take 2021 COVID-19 Supplemental Paid Sick Leave to care for themselves, to care for a family member or if it is vaccine-related. Based on information and belief, EMPLOYER violated Labor Code section 248.2 by not providing NON-EXEMPT AGGRIEVED EMPLOYEES with required 2021 COVID-19 Supplemental Paid Sick Leave. Based on information and belief, EMPLOYER failed to provide Supplemental Paid Sick Leave in 2022 in violation of Labor Code section 248.6.

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

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

These violations subject EMPLOYER to civil penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute's provisions were violated.⁷

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

As EMPLOYER failed to provide COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES with meal and rest periods that complied with Labor Code section 226.7, the wage statements EMPLOYER issued to COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES failed and continue to fail to correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b) the total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net wages earned, in violation of Labor Code section

⁷ Labor Code § 225.5 (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee”) (emphasis added).

226(a)(5); and (d) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9).

EMPLOYER's wage statements that it provided to COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES also failed to indicate the earned gross and net wages earned during the pay period, the correct applicable rates of pay for all hours worked, and the "total hours worked" by COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES (by virtue of rounded time entries, automatic deduction for meal periods/failure to relieve NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and employer control during unpaid meal periods, payment according to scheduled hours worked rather than actual hours worked, and/or other off-the-clock work policies and practices described above), which results in a violation of Labor Code section 226(a). Failure to list all hours worked on a wage statement, gives rise to an inference of injury under Labor Code Section 226 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

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

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

Based on information and belief, wage statements issued by EMPLOYER failed to list all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9).

Additionally, as to NON-EXEMPT AGGRIEVED EMPLOYEES compensated on a piece-rate basis, EMPLOYER failed, and continues to fail to issue accurate wage statements by not documenting the total hours of compensable rest and/or recovery periods and/or for other non-productive time, the rates of compensation for these hours, and the gross wages paid for these hours, in violation of, including but not limited to California Labor Code section 226(a) and/or 226.2

Based on further information and belief, wage statements issued by EMPLOYER fail to list the number of piece-rate units earned and/or any applicable piece rate for those NON-EXEMPT AGGRIEVED EMPLOYEES compensated on a piece-rate basis, in violation of Labor Code section 226(a)(3).

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

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

These violations subject EMPLOYER to civil penalties under Labor Code section 226. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE and each EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute provisions were violated.⁸

Semimonthly Payment Violations: Labor Code section 204 requires that all earned wages must be paid to employees twice during each calendar month. EMPLOYER violated this section by, including but not limited to, failing to pay COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES an additional hour of pay for meal and rest periods not provided and/or otherwise unlawful, by failing to compensate employees for all hours worked, and by failing to pay proper premium wage rates for all hours worked. These violations subject EMPLOYER to civil penalties under Labor Code section 210. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the statute's provisions were violated.

Seating Violations: Per section 14(A-B) of all applicable IWC Wage Orders, employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats and when they are not actively engaged in the work duties that would not permit them to be seated.

All applicable IWC Wage Orders, Section 14(A-B) provides:

(A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.

(B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

⁸ See Lab. Code §226.3 (establishing that the civil penalty is “per employee per violation”).

Suitable seating is one of the worker protections covered by California's Wage Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly construed to effectuate the goal of protecting the comfort and welfare of employees. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1027 (2012).

Based on information and belief, EMPLOYER failed to provide NON-EXEMPT AGGRIEVED EMPLOYEES with suitable seating, and when such employees were not engaged in duties which required them to stand, no seating was placed in reasonable proximity to their workstations.

Moreover, based on information and belief, the nature of the work reasonably permitted the use of seats for at least part of the time that NON-EXEMPT AGGRIEVED EMPLOYEES were working. Lastly, based on information and belief, there were periods of time when NON-EXEMPT AGGRIEVED EMPLOYEES were not engaged in active duties of their employment, yet there were no suitable seats in reasonable proximity to the work area and use of seats would not interfere with the performance of their duties.

EMPLOYER's NON-EXEMPT AGGRIEVED EMPLOYEES worked in various positions. The nature of NON-EXEMPT AGGRIEVED EMPLOYEES' work reasonably permitted the use of seats. However, EMPLOYER failed to provide suitable seating in reasonable proximity to NON-EXEMPT AGGRIEVED EMPLOYEES' work areas in violation of section 14(A-B) of all applicable Wage Orders, and Labor Code sections 1198 and 1199, subjecting EMPLOYER to civil penalties under Labor Code sections 1199 and 2699. Each violation of each Labor Code section and IWC Wage Order provision, for each NON-EXEMPT AGGRIEVED EMPLOYEE, results in a separate civil penalty.⁹

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

Therefore, EMPLOYER's violations, including but not limited to, with respect to meal periods, rest periods, recordkeeping provisions, minimum wages and overtime wages, suitable seating, and business expenses, result in separate violations of sections 1198 and 1199, which subject EMPLOYER to civil penalties under Labor Code sections 1197.1 and 2699.

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

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

⁹ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

limited to, overtime wages and minimum wages, to which they were entitled to under California law.

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

Failure to Pay Vested Vacation/Paid Time Off:

California Labor Code section 227.3 provides that when an employer policy provides for paid vacations and/or paid time off, and an employee is terminated without having taken off his, her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the employee's final rate in accordance with such contract of employment or employer policy respecting eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time off upon termination. Based on information and belief, EMPLOYER had and continues to have a uniform policy and practice of failing to allow NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to use their earned vacation/paid time off during their employment and failing to pay all vested, accrued paid time off to NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES upon separation of employment, in violation of California law, including but not limited to, Labor Code section 227.3.

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

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

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

These violations subject EMPLOYER to civil penalties under Labor Code sections 203, 210, and/or 256. Each violation results in a *separate* civil penalty, for each EXEMPT AGGRIEVED EMPLOYEE and each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the statute provisions were violated.¹⁰

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

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

Among other things, under California law, when employees must use their personal cellphones for work-related purposes, the employer must reimburse them for a reasonable percentage of their cell phone bills. *See Cochran v. Schwan’s Home Services, Inc.* (2014) 228 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was required to use their personal cellphone for work-related purposes and not reimbursed for the use. *Id.* 1144-1145. California law also requires employers to reimburse employees for automobile expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear and tear on the vehicle. *See Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554. Further, “any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled to under the laws of this State.” *See* Cal. Lab. Code § 2804.

Based on information and belief, COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were improperly required to provide

¹⁰ (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, 1197.5, shall be subject to a civil penalty...for each failure to pay each employee”).

and maintain work tools that are supposed to be the responsibility of the employer.

Based on information and belief, EMPLOYER shifted its costs of doing business onto NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES by requiring them to pay for its business expenses, including but not limited to, uniforms, work clothing/shoes, protective equipment/safety gear (e.g., gloves and/or face masks) and/or the use of NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' personal mobile phone and data usage for work-related purposes, including but not limited to, receiving and responding to work related messages and/or phone calls. For example, on information and belief, COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES received work-related calls/messages to their personal phones from managers and/or supervisors and/or other NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES regarding scheduling and other work tasks. Moreover, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES also were required to use and did use personal devices to perform work duties at home/remotely, such as, but not limited to, reviewing and/or completing work-related paperwork and/or other documents as mandated by EMPLOYER, however EMPLOYER failed to provide reimbursement / full reimbursement for expenses NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES incurred as a result of working for EMPLOYER remotely and/or from their homes, including but not limited to, cost of internet service, home electricity, cost of additional memory and/or virus software for home computer / home computer use, among other business expenses associated with remote work required by EMPLOYER.

Additionally, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were not reimbursed for the business use of their personal vehicles, including but not limited to, mileage, wear and tear, and/or gas when they were required to drive between job sites/facilities. For example, COMPLAINANT was required to use his personal vehicle to drive between EMPLOYER's various job sites but was not provided any and/or full reimbursement for EMPLOYER's business use of his personal vehicle. While at times EMPLOYER purported to compensate for vehicle-related expenses, any amount offered fell far below the Internal Revenue Service (IRS) mandated per mile compensation for the relevant time period. As such, EMPLOYER failed to compensate NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES at the Internal Revenue Service (IRS) mandated per mile compensation rate for the relevant period.

Based on further information and belief, at times, NON-EXEMPT AGGRIEVED EMPLOYEES were at times required to supply (purchase and/or maintain) their own hand tools they required to perform their assigned job duties, however, they did not receive any and/or full reimbursement from EMPLOYER for the expenses incurred in connection therewith. Based on information and

belief, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were not reimbursed for the cost of using their personal phone for work related purposes and/or the cost of purchasing and/or maintaining work uniforms/clothing.

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

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

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

Unlawful Agreements/ Unlawful Criminal History Inquiries:

Unlawful Agreements

Labor Code section 432.5 provides that "no employer...shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer...to be prohibited by law." Based on information and belief, EMPLOYER required COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to unlawful conditions of employment including but not limited to unlawful criminal and/or financial checks as a condition of obtaining and/or continuing employment in violation of Labor Code section 432.5.

The California Labor Code places certain procedural and substantive limits on employers' ability to conduct employee background checks and on how employers can use the information they obtain through those background checks. Labor Code section 1024.5 states that employers, except for financial institutions, may order a credit check only if the individual works (or is applying to work) in certain positions (e.g., managerial positions, financially-related positions, and certain government positions). Additionally, the Investigative Consumer Reporting Agencies Act (ICRAA- CA Civil Code section 1786, *et seq.*) and the Fair Credit Reporting Act (FCRA - 15 U.S.C. section 1681, *et seq.*) mandate several requirements prior to and following an employee background check, including but not limited to identifying an appropriate reason for the

background check, a separate consent form with required disclosures and certain formatting requirements, additional forms such as a summary of rights, a way by which to request a copy of the report, as well as proper notice of adverse actions taken, among other statutory requirements.

Based on information and belief, EMPLOYER ordered unlawful financial credit checks on NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES, in violation of Labor Code section 1024.5, and required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to provide ongoing written consent to the unlawful credit checks as a condition of employment, in violation of California and Federal law, which results in a further violation of Labor Code section 432.5.

Based on information and belief, EMPLOYER also required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to submit and/or agree to submit in writing to unlawful criminal background checks as a condition of obtaining and/or holding employment in violation of the ICRAA and the FCRA.

Based on information and belief, EMPLOYER required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to a background check which failed to abide by the requirements set forth in CA Civil Code section 1786, *et seq.* and 15 U.S.C. section 1681, *et seq.*, including but not limited to by failing to provide a clear and conspicuous disclosure (and/or failing to provide any disclosure at all), failing to provide disclosures free of extraneous information, failing to provide a lawful purpose for the background check, failing to provide a summary of rights under the ICRAA and/or the FCRA, failing to provide a way by which the individual could request a copy of the report, failing to disclose the name, address, and telephone number of the third party preparing the report, and failing to properly obtain authorization or consent to such a background check, and thus was an unlawful background check.

By requiring NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to unlawful criminal and/or financial checks not in conformance with the applicable laws, EMPLOYER violated Labor Code section 432.5.

Based on information and belief, EMPLOYER also required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to provide ongoing consent to EMPLOYER to conduct background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by requiring applicants and employees to agree to an unlawful provision as a condition of employment.

Based on further information and belief, EMPLOYER knew that requiring NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree to unlawful criminal and/or financial background checks as a condition of obtaining and/or holding employment was unlawful.

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

Unlawful Inquires into Criminal History

Labor Code section 432.7 prohibits an employer from asking applicants about past arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on information and belief, EMPLOYER asked NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES about arrests not resulting in convictions on its employment application, in violation of California law.

Upon information and belief, EMPLOYER, in violation of California law, including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act (“FEHA”), asked NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES about convictions prior to extending an offer of employment and/or otherwise impermissibly inquired into criminal history on its employment application in violation of California law.

By asking about arrests not resulting in convictions, EMPLOYER violated Labor Code section 432.7. By asking about convictions at the application phase or prior to extending an employment offer, EMPLOYER violated California’s Fair Chance Act, and thereby violated Labor Code section 432.5 by unlawfully requiring NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to disclose arrests and/or convictions as a condition of employment.

As such, COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES continue to be subject to various unlawful provisions as a condition of employment.

Conclusion

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

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

The purpose of this NOTICE is to satisfy the requirements created by Labor Code §§ 2699, 2699.3(a), 2699.3(b), 2699.3(c), and 2699.5, prior to seeking penalties and premium wages

allowed by law for the aforementioned statutory violations in a civil action. We look forward to determining whether the LWDA intends to take any action in reference to these claims. We kindly ask that you respond to this NOTICE according to the time frame contemplated by the code.

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

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

Kiara Bramasco
Crosner Legal, PC
9440 Santa Monica Blvd., Ste. 301
Beverly Hills, CA 90210
Main: 310.496.5818
Fax: 310.510.6429
Email: kiara@crosnerlegal.com

Thank you for your attention to this matter.

Best Regards,

A handwritten signature in black ink, appearing to read "Kiara Bramasco", written in a cursive style.

Kiara Bramasco, Esq.
CROSNER LEGAL, PC



Manny Martinez <manny@crosnerlegal.com>

Thank you for submission of your PAGA Case.

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "zach@crosnerlegal.com" <zach@crosnerlegal.com>

Tue, Jan 17, 2023 at 11:38 AM

1/17/2023

LWDA Case No. LWDA-CM-929800-23
Law Firm : Crosner Legal, PC
Plaintiff Name : Darius Walker
Employer: Esmer Biomedical Services, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

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

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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



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

Kiara Bramasco, Esq.
kiara@crosnerlegal.com
direct: (424) 335-5236
office: (310) 496-5818
fax: (310) 510-6429

February 15, 2023

VIA PAGA ONLINE FILING ONLY:

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

VIA U.S. CERTIFIED MAIL:

KMK SERVICE CORP.,
Agent for Service of Process for:
Emsar Biomedical Services, Inc.
One East Fourth Street, Suite 1400
Cincinnati, OH 45202

Emsar Biomedical Services, Inc.
Attn: Human Resources / Legal Dept.
100 Anna Ave Suite 1
Blandon, PA. 19510

Emsar Biomedical Services, Inc.
Attn: Human Resources / Legal Dept.
PO Box 202887
Austin, TX 78720

National Registered Agents, Inc.
Agent for Service of Process for:
Peak Technical Services L.P.
28 Liberty Street
New York, NY 10005

National Registered Agents, Inc.
Agent for Service of Process for:
Peak Technical Services, Inc.
28 Liberty Street
New York, NY 10005

Peak Technical Services, Inc.
Attn: CA Registered Agent
Authorized Employees: Amanda
Garcia, Gabriela Sanchez, Daisy
Montenegro, Beatrice Casarez-
Barrientez, Jessie Gastelum,
John Montijo, Diana Ruiz, Sarai
Marin, Emanuel Jacobo, Gladys
Aguilera, Vivian Imperial,
Carlos Paz, Alberto Damonte,
Peter Cayetano, Elsa Montanez,
Xenia Perez, and Yesenia
Carpenter
330 N Brand Blvd
Glendale, CA 91203

Peak Technical Services L.P.

Attn: CA Registered Agent Authorized Employees:
Amanda Garcia, Gabriela Sanchez, Daisy Montenegro,
Beatrice Casarez-Barrientez, Jessie Gastelum, John
Montijo, Diana Ruiz, Sarai Marin, Emanuel Jacobo,
Gladys Aguilera, Vivian Imperial, Carlos Paz, Alberto
Damonte, Peter Cayetano, Elsa Montanez, Xenia Perez,
and Yesenia Carpenter
330 N Brand Blvd
Glendale, CA 91203

Peak Technical Services L.P.

Attn: Human Resources / Legal Department
583 Epsilon Drive
Pittsburgh, PA 15238-2816

Peak Technical Services, Inc.

Attn: Human Resources / Legal
Department
583 Epsilon Drive
Pittsburgh, PA 15238-2816

CSC – Lawyers Incorporating
Service
Agent for Service of Process for:
CSA Service Solutions, LLC
251 Little Falls Drive
Wilmington, DE 19808

Corporation Service Company
Agent for Service of Process for:
CSA Franchising, LLC
251 Little Falls Drive
Wilmington, DE 19808

AMENDED NOTICE OF PRIVATE ATTORNEYS GENERAL ACT CLAIM

To: California Labor and Workforce Development Agency; Emsar Biomedical
Services, Inc.; CSA Service Solutions, LLC; CSA Franchising, LLC; Peak
Technical Services L.P.; and Peak Technical Services, Inc.
Date: February 15, 2023
Subject: *Darius Walker v. Emsar Biomedical Services, Inc. et. al.*
LWDA Case No: LWDA-CM-929800-23

Introduction

This office represents COMPLAINANT, Darius Walker (hereinafter “COMPLAINANT”) in connection with COMPLAINANT’s claims under the California Labor Code. COMPLAINANT was, at all relevant times herein mentioned, an employee of the following entities and individual managing agents of said entities: Emsar Biomedical Services, Inc.; CSA Service Solutions, LLC; CSA Franchising, LLC; Peak Technical Services L.P.; and Peak Technical Services, Inc. (hereinafter, these entities and their managing agents are collectively referred to as “EMPLOYER”). EMPLOYER may be contacted directly at the addresses listed above.

Pursuant to California Labor Code sections 2699.3 and 2699.5, COMPLAINANT, on behalf of COMPLAINANT, and on behalf of all current and former non-exempt employees employed by any one or more of the EMPLOYER entities at any location in California within one year of COMPLAINANT’s original notice filed on January 17, 2023 (“NON-EXEMPT AGGRIEVED EMPLOYEES”) and on behalf of all current and former exempt employees employed by any one or more of the EMPLOYER entities at any location in California within one year of COMPLAINANT’s original notice filed on January 17, 2023 (“EXEMPT AGGRIEVED

EMPLOYEES”), hereby gives written amended notice (“AMENDED NOTICE”) of COMPLAINANT’s claims against EMPLOYER.

Said “NON-EXEMPT AGGRIEVED EMPLOYEES” include the following:

(1) all non-exempt workers who were directly employed by Peak Technical Services L.P. and/or Peak Technical Services, Inc. regardless of where those non-exempt workers were assigned or staffed to work – in California at any time within one year of COMPLAINANT’s original notice filed on January 17, 2023;

(2) all non-exempt workers who were assigned/staffed to work at Emsar Biomedical Services, Inc., CSA Service Solutions, LLC, and/or CSA Franchising, LLC, by Peak Technical Services L.P. and/or Peak Technical Services, Inc. and/or any other staffing/temporary service agencies in California at any time within one year of COMPLAINANT’s original notice filed on January 17, 2023; and

(3) all non-exempt workers who were directly employed by Emsar Biomedical Services, Inc., CSA Service Solutions, LLC, and/or CSA Franchising, LLC in California within one year of COMPLAINANT’s original notice filed on January 17, 2023.

Said “EXEMPT AGGRIEVED EMPLOYEES” include the following:

(1) all exempt workers who were directly employed by Peak Technical Services L.P. and/or Peak Technical Services, Inc. regardless of where those exempt workers were assigned or staffed to work – in California at any time within one year of COMPLAINANT’s original notice filed on January 17, 2023;

(2) all exempt workers who were assigned/staffed to work at Emsar Biomedical Services, Inc., CSA Service Solutions, LLC, and/or CSA Franchising, LLC by Peak Technical Services L.P. and/or Peak Technical Services, Inc. and/or any other staffing/temporary service agencies in California at any time within one year of COMPLAINANT’s original notice filed on January 17, 2023; and

(3) all exempt workers who were directly employed by Emsar Biomedical Services, Inc., CSA Service Solutions, LLC, and/or CSA Franchising, LLC in California within one year of COMPLAINANT’s original notice filed on January 17, 2023 (“EXEMPT AGGRIEVED EMPLOYEES”),

This AMENDED NOTICE is being provided via online filing to the California Labor and Workforce Development Agency (“LWDA”) and EMPLOYER via certified mail to its Agent(s) for Service of Process and/or entity mailing address as provided to the California Secretary of State. The purpose of this AMENDED NOTICE is to add CSA Service Solutions, LLC, and CSA Franchising, LLC as EMPLOYER entities that, based on information and belief, employed NON-

EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES during the relevant period.

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

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

Based on the following summary of facts and theories upon which COMPLAINANT will base COMPLAINANT's claims, COMPLAINANT requests that the LWDA regard this AMENDED NOTICE as written notice of COMPLAINANT's intent to seek civil penalties against EMPLOYER. Under *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, a PAGA representative has authority to seek penalties for all known violations committed by the employer – regardless of whether the representative experienced all violations personally. *Id.* at 760-761. Moreover, under *Johnson v. Maxim Healthcare Servs., Inc.*, (2021) 66 Cal. App. 5th 924, 929, an employee may pursue a claim under PAGA even when that employee's individual claim is time-barred.

COMPLAINANT, on behalf of COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES, alleges that the specific provisions of California law that EMPLOYER has violated, requiring this AMENDED NOTICE, include but

are not limited to: California Labor Code sections 201-203, 204, 216, 221-223, 226, 226.2, 226.7, 245-248.6, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all applicable Wage Orders.

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

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

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

COMPLAINANT believes and hereon asserts that EMPLOYER and unknown entities must be classified as joint employers of COMPLAINANT for purposes of liability for civil penalties under PAGA, as the aforementioned entities engaged, suffered and permitted COMPLAINANT to perform services from which they benefited, and furthermore that the aforementioned entities had the right to exercise control over the wages, hours and/or working conditions of COMPLAINANT at all relevant times herein, so as to be considered the joint employers of COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES. By reason of their status as joint employers of COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES, they are each liable for civil penalties for violations of the California Labor Code and applicable Wage Orders as to COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES.

Individual Liability Under Labor Code § 558.1

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

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

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

General Information

EMPLOYER owns, operates and/or otherwise manages a business specializing in biomedical equipment service and repair and/or a business that supplies labor to, including but not limited to, businesses specializing in biomedical equipment service and repair.¹

COMPLAINANT was employed by EMPLOYER as a non-exempt employee. COMPLAINANT worked for EMPLOYER as a service technician, equipment tester and/or similar title(s) from in or around December 2020 until his date of termination, on or around March 20, 2022. EMPLOYER assigned COMPLAINANT to work out of various hospitals located in California, including but not limited to, Sutter Medical Center, on Capitol Avenue, in Sacramento, California. PLAINTIFF’s job duties included but were not limited to, performing tests and warranty repairs on various medical equipment, such as, but not limited to, ventilators and EKG machines. COMPLAINANT regularly worked at least eight (8) hours per day, at least (5) days per week. EMPLOYER paid COMPLAINANT an hourly rate for time counted by EMPLOYER as hours worked.

Among other things, EMPLOYER (1) failed and continues to fail to keep accurate and complete time records for COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES; (2) failed and continues to fail to pay COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked; (3) failed and continues to fail to pay COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES at least minimum wage for all hours worked and overtime/regular rates for corresponding work; (4) failed and continues to fail to pay proper overtime wages for failure to incorporate all non-discretionary compensation into the overtime premium pay

¹ See <https://www.emsar.com/about-us/> (Last visited on January 9, 2023).

calculations; (5) failed and continues to fail to provide COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES with proper meal and/or rest breaks, and/or compensate COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES an additional hour of premium pay at the regular rate of compensation for missed/improper meal and/or rest periods; (6) refused and continues to refuse to make and/or falsely denied the amount of payments due to COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES, including but not limited to, owed sick pay; (7) failed and continues to fail to place COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES on proper notice of their workplace rights, including but not limited to owed sick pay; (8) failed and continues to fail to provide legally compliant wage statements to COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES; (9) made unlawful deductions from COMPLAINANT's and other NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' paychecks; (10) failed and continues to fail to timely pay wages to COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES during employment and/or upon separation of employment; (11) failed and continues to fail to reimburse COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES for business expenses incurred on behalf of EMPLOYER; (12) conducted and continues to conduct illegal criminal and/or financial background checks as a condition of COMPLAINANT's, NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' hire and continued employment; (13) required and continues to require COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to disclose arrests not resulting in convictions and/or to disclose convictions prior to extending an offer of employment and/or otherwise impermissibly inquired and continues to inquire into COMPLAINANT's, NON-EXEMPT AGGRIEVED EMPLOYEES', and/or EXEMPT AGGRIEVED EMPLOYEES' criminal history on their employment applications and sign off on same as a condition of employment; (14) required and continues to require COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to disclose their salary history; (15) failed and continues to fail to provide suitable seating; and (16) required and continues to require COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to a term or condition that violates the law as a condition of employment. Further descriptions of the above-mentioned violations and others are explained below.

Labor Code Violations

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

Based on information and belief, EMPLOYER failed, and continues to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when COMPLAINANT

and other NON-EXEMPT AGGRIEVED EMPLOYEES began and ended each work period, time records of meal periods, and accurate itemized wage statements.

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

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

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

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

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

EMPLOYER's failure to keep "accurate and complete" payroll records for COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject EMPLOYER to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each NON-EXEMPT AGGRIEVED EMPLOYEE, results in a separate civil penalty.²

Violations of Labor Code Sections 226(b)-(c), 1198.5, and 432:

Time and Pay Records

Labor Code section 226 and all applicable IWC Wage Orders, section 7 require that employers keep the following information on file for each employee for a minimum of three years: The employee's dates of employment; the employee's hourly rates and the corresponding number of hours worked by the employee at each hourly rate, when the employee begins and ends each work period (including meal periods) and split intervals; total hours worked by the employee; all deductions; gross wages earned; and net wages earned.

² See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

Section (b) of Labor Code section 226 further requires employers to “afford current and former employees the right to inspect or receive a copy of records pertaining to their employment upon reasonable request to the employer.” Section (c) of Labor Code section 226 provides that, “an employer who receives a written or oral request to inspect or receive a copy of records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request. A violation of this subdivision is an infraction.” An employer’s failure to comply within this timeframe entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty from the employer. Lab. Code section 226(f).

Personnel Records

In addition to their right to time and pay records, employees, and their representatives, have the right to inspect and receive a copy of their personnel files pursuant to Labor Code section 1198.5. This statute applies to both former and current employees. Labor Code section 432 further specifies that employers must furnish copies of all employment records bearing the employee’s signature.

Labor Code section 1198.5 also requires that the file be made available for inspection or receipt within a “reasonable” amount of time, but “not later than 30 calendar days from the date the employer receives a written request.” An employer’s failure to comply within this timeframe likewise entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty from the employer. Lab. Code section 1198.5(k).

Based on information and belief, EMPLOYER fails to timely produce or make available a current or former employee’s personnel records and/or payroll records when requested pursuant to Labor Code sections 226, 1198.5, 432, and/or the applicable Wage Order. For example, COMPLAINANT sent a written request for payroll and personnel records to EMPLOYER. Yet, EMPLOYER failed to timely produce complete records within the time periods delineated by California labor law. Based on information and belief, EMPLOYER failed and continues to fail to timely produce complete payroll and personnel records when requested by other NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES.

These violations subject EMPLOYER to penalties under Labor Code sections 226, 1198.5, and 2699. Each violation of each Labor Code section and Wage Order provision, for each NON-EXEMPT AGGRIEVED EMPLOYEE and each EXEMPT AGGRIEVED EMPLOYEE, results in a separate civil penalty.

Meal Period Violations: California law requires employers to provide employees a duty-free, uninterrupted thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and it must be provided within the first five (5) hours the employee works. Lab. Code section 512 (and all applicable IWC Wage Orders), section 11(A) and (C); *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004. Employers must also provide employees with a second duty-free, uninterrupted thirty (30) minute meal period when an employee works more than (10) hours in a workday, and it must be provided before the end of the 10th hour of work. *Ibid.* Meal periods can be waived, but only under the following circumstances: (1) if an employee’s

total work period in a day is over five (5) hours but no more than six (6) hours, the required meal period may be waived by mutual consent of the employer and employee, and (2) if an employee's total work period in a day is over ten (10) hours but no more than twelve (12) hours, the required second meal period may be waived by mutual consent of the employer and employee, but only if the first meal period was not waived. *Ibid.* Upon information and belief, COMPLAINANT did not sign a valid meal period waiver throughout COMPLAINANT's employment by EMPLOYER.

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

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

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

COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES would not receive legally compliant thirty (30) minute first meal breaks. Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were consistently unable to take timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to take late meal periods, interrupted meal periods, and/or work through part or all their meal periods due to understaffing, the nature and constraints of their job duties and/or commentary from supervisors pressuring them to take non-compliant meal breaks or skip meal breaks completely. For example, COMPLAINANT was consistently pressured to complete his work duties according to a designated schedule such that any meal periods were only taken once tasks were completed, and/or as time permitted. As such, COMPLAINANT was consistently forced to take late, interrupted, shortened meal periods, and/or work through his meal periods completely due to lack of relief workers, the need to complete repairs, service equipment and/or complete other work tasks. Based on information and belief, other NON-EXEMPT AGGRIEVED EMPLOYEES were also consistently forced to take late, interrupted, shortened meal periods, and/or work through his meal periods completely due to lack of relief workers, the need to complete repairs, service equipment and/or complete other work tasks.

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

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

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

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

Based on information and belief, per EMPLOYER's uniform policy and practice, NON-EXEMPT AGGRIEVED EMPLOYEES who worked shifts of more than ten hours did not receive a second legally compliant thirty (30) minute second meal break. For example, when COMPLAINANT worked shifts of more than ten hours, he did not receive a second legally compliant thirty (30) minute second meal period and any first meal period was often worked through and/or otherwise noncompliant.

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

Moreover, based on information and belief, EMPLOYER failed to keep accurate records of the true start and end times of COMPLAINANT's and NON-EXEMPT AGGRIEVED EMPLOYEES' meal periods. Based on information and belief, to the extent meal periods were recorded, EMPLOYER illegally rounded the start and end times of purported meal periods resulting in COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES not being paid for all time worked as well as late and/or shortened meal periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

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

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

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

The aforementioned conduct results in violations of Labor Code sections 226.7, 512, and 1198-1199, and all applicable IWC Wage Orders, section 11(A) and (C) along with all applicable IWC Wage Orders. These violations subject EMPLOYER to civil penalties under Labor Code sections 558.1, 558 and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the referenced statutes and Wage Order provisions were violated.³ EMPLOYER's failure to provide valid meal periods, and the automatic deduction for meal periods that were not provided/valid, ultimately results in further violations, such as violations of Labor Code sections 1174, 1199, 226.6, discussed above, and other violations discussed below.

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

³ See Lab. Code §2699(f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”); Lab. Code §558 (establishing that the civil penalty is “for each underpaid employee for each pay period for which the employee was underpaid”); All applicable IWC Wage Orders, §20 (establishing that “[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid”).

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

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

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

COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES were not adequately informed, authorized, instructed about, nor permitted an opportunity to take proper rest breaks per California law. Based on information and belief, EMPLOYER had no policy in place nor instruction as to the taking of duty-free rest periods. Based on information and belief, EMPLOYER did not have a compliant written rest period policy, nor did EMPLOYER have any sort of compliant rest period policy in practice. For example, COMPLAINANT was consistently pressured to complete his work duties according to a designated schedule such that any rest periods were only taken once tasks were completed, and/or as time permitted. As such, COMPLAINANT was consistently forced to take interrupted and/or shortened rest periods, and/or work through his rest periods completely due to lack of relief workers, the need to complete repairs, service equipment and/or complete other work tasks. Based on information and belief, COMPLAINANT was rarely, if ever, afforded a legally compliant rest period during his employment.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES' rest periods were interrupted, cut short, on duty, restricted to premises and/or late due to understaffing, the nature and constraints of their job duties, and/or due to commentary from supervisors/ managers

pressuring NON-EXEMPT AGGRIEVED EMPLOYEES to skip rest breaks completely or otherwise take non-compliant rest periods.

Moreover, based on information and belief, EMPLOYER failed to provide any form of a third rest period on shifts lasting longer than ten hours. For example, when COMPLAINANT worked more than ten (10) hours in a shift, he was not afforded any version of a third rest period.

Based on information and belief, EMPLOYER implemented policies and/or practices that failed to relieve COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and EMPLOYER's control during rest periods. For example, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were required to remain tethered to their worksites and/or work communication devices during purported rest periods.

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

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

The aforementioned conduct results in violations of Labor Code sections 226.7, and 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject EMPLOYER to civil penalties under Labor Code sections 558, 2699, and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the referenced statutes and Wage Order provisions were violated.⁴

Minimum Wage Violations: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation

⁴ See Lab. Code §2699(f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”); and All applicable IWC Wage Orders, §20 (establishing that “[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid”).

applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorneys' fees, and costs of suit." Labor Code section 1194.

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

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

Based on information and belief, EMPLOYER implemented a policy and/or practice of rounding meal period start and end times and/or automatically deducting at least thirty minutes per shift for meal periods, despite having actual and/or constructive knowledge that COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES were subject to EMPLOYER's control during purported meal periods and/or were otherwise not afforded with lawful meal periods, depriving COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES of all wages owed.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were not paid for all hours worked due to EMPLOYER's policy and/or practice of paying according to scheduled hours worked instead of actual time worked, and/or mandated off-the clock work policies and/or practices. For example, EMPLOYER required COMPLAINANT keep track of how many different service and/or repair jobs he performed each shift and would pay COMPLAINANT according to an estimated / expected time for completion of each repair / job, resulting in consistent off-the-clock work and the underpayment of wages owed to COMPLAINANT. For instance, at times, COMPLAINANT was required to spend two hours to repair a unit, however, EMPLOYER

would only pay him for 45 minutes. COMPLAINANT estimates this resulted in an average of at least several hours of off-the-clock work each workweek.

Moreover, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were not compensated for off-the-clock work tasks, such as, but not limited to, all time spent preparing for jobs and/or time spent between jobs and/or waiting time, which resulted in the underpayment of wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were also pressured to complete at least some of their work tasks off-the-clock in order to meet EMPLOYER's goals and expectations. For example, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were also required to complete off-the-clock work outside of scheduled shifts due to work-related phone calls and/or messages they received to their personal phones and were required to respond to, including but not limited to, communications from supervisors and/or other NON-EXEMPT AGGRIEVED EMPLOYEES regarding scheduling and/or other work tasks, resulting in the underpayment of wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were required to perform other pre-shift and/or post-shift work that was neither recorded nor compensated. For example, on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were at times required to stand in line behind other employees to enter their assigned facility and/or undergo security/temperature screenings without being compensated for this time spent under EMPLOYER's control. This off-the-clock work, including but not limited to, undergoing security/temperature screenings and/or waiting to enter the facility after arriving at work, was not compensated, resulting in the underpayment of minimum and overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Moreover, COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES were required to perform other off-the-clock work for which they were not compensated. For example, COMPLAINANT was directed by EMPLOYER to complete weekly paperwork relating to recalls, inspections and/or repairs that COMPLAINANT was required to perform on the medical equipment. EMPLOYER told COMPLAINANT he had to perform this work off-the-clock. COMPLAINANT estimates this time spent reviewing and/or completing work-related paperwork resulted in at least four (4) to five (5) hours of off-the-clock work per week and the significant underpayment of wages owed to COMPLAINANT.

Based on information and belief, EMPLOYER failed to pay NON-EXEMPT AGGRIEVED EMPLOYEES for time they were required to spend completing orientation, policy questionnaires, and/or time spent completing the onboarding process including but not limited to reviewing various documents and policies provided by EMPLOYER. Based on information and belief, this work time was completed off-the-clock and was not compensated.

Based on information and belief, at times, EMPLOYER instituted a piece-rate-based compensation scheme that resulted in pay periods during which NON-EXEMPT AGGRIEVED EMPLOYEES were denied the minimum wage for all hours worked. For example, on information and belief, at times, EMPLOYER paid NON-EXEMPT AGGRIEVED EMPLOYEES on a strictly piece-rate basis (e.g., per repair/service job and/or using a flagged-hour basis), at least during some pay periods, during the relevant time period. However, based on information and belief, EMPLOYER failed to separately compensate NON-EXEMPT AGGRIEVED EMPLOYEES for all non-piece rate related activities/all non-productive time, including but not limited to, all rest breaks and/or time spent preparing/setting up for jobs, time spent completing paperwork, waiting between jobs and tasks and/or other waiting time, and/or performing work duties that otherwise fall outside of the piece-rate pay criteria. EMPLOYER's failure to separately compensate NON-EXEMPT AGGRIEVED EMPLOYEES for their rest periods and/or other non-productive time and/or failure to compensate them at the correct rates for all non-productive time including rest periods resulted in the failure to pay NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked and violations of California wage and hour laws, including but not limited to, Labor Code sections 226.2 and/or 1197. Based on information and belief, EMPLOYER further failed to include this information on these employees' wage statements required by Labor Code section 226.2.

Based on further information and belief, EMPLOYER implemented a time-rounding system that as applied systematically deprived COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES of compensable time because the time-rounding system implemented by EMPLOYER would almost always, if not always, result in understating actual compensable work time. EMPLOYER's failure to pay for all time worked by virtue of its time-rounding practices resulted in the underpayment of minimum wages owed to COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES as well as unpaid overtime wages for those NON-EXEMPT AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day and/or more than forty (40) hours in a week.

EMPLOYER's failure to pay for all time worked by virtue of its time rounding, auto-deduction policies and practices for unlawful meal periods, failure to provide lawful meal periods, and/or other off-the-clock work practices and policies, resulted in the underpayment of minimum wages owed to COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES as well as unpaid overtime wages for those NON-EXEMPT AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day and/or more than forty (40) hours in a week.

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

These violations subject EMPLOYER, to civil penalties under Labor Code sections 558, 558.1, 1197.1 and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED

EMPLOYEE, for each pay period during which the referenced statutes and Wage Order provisions were violated.⁵

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

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

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

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

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

Based on information and belief, EMPLOYER sometimes paid NON-EXEMPT AGGRIEVED EMPLOYEES multiple base rates of pay in one workweek but failed to incorporate all multiple base rates of pay into the regular rate of pay for purposes of calculating the owed overtime rate(s), resulting in the miscalculation and underpayment of overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

⁵ See Lab. Code §1197.1(a) (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); All applicable IWC Wage Orders, §20 (establishing that "[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid").

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

This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1, 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject EMPLOYER to civil penalties under Labor Code sections 558, 558.1, 218.5, and 2699, and all applicable IWC Wage Orders, §20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the referenced statutes and Wage Order provisions were violated.⁶

Violation of Labor Code Section 226.2: Labor Code section 226.2 requires an employer to pay employees compensated on a piece-rate basis separately for rest and recovery periods and nonproductive time, apart from any piece-rate pay. This statute further requires an employer to include on the wage statements for these employees the total hours of compensable rest and recovery period, the total hours for other non-productive time, the rates of compensation for these hours, and the gross wages paid for these hours. In addition, the statute requires that employees shall be compensated for rest and recovery periods at a regular hourly rate that is no less than the higher of: (i) an average hourly rate determined by dividing the total compensation for the workweek, exclusive of compensation for rest and recovery periods and any premium compensation for overtime, by the total hours worked during the workweek, exclusive of rest and recovery periods, or (ii) The applicable minimum wage. Per case law, Labor Code section 226.2 also applies to employees compensated on a commission basis.

During the relevant period, EMPLOYER failed to comply with Labor Code section 226.2. Specifically, based on information and belief, EMPLOYER failed to compensate NON-EXEMPT AGGRIEVED EMPLOYEES who were paid on a piece rate (e.g., per repair/per service) and or commission basis separately for the rest periods and nonproductive time, and/or failed to pay them for this time at the correct rates. Based on information and belief, EMPLOYER further failed to include the information on these employees' wage statements required by this statute.

Violation of California Labor Code §§ 245-248.5: Throughout the relevant time period, EMPLOYER failed to provide proper paid sick leave to COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES. EMPLOYER either failed to provide paid sick leave at all or improperly calculated the sick leave accrual and the sick leave rate of pay owed to

⁶ See Lab. Code §2699(f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”); Lab. Code §558 (establishing that the civil penalty is “for each underpaid employee for each pay period for which the employee was underpaid”); All applicable Wage Orders, §20 (establishing that “[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid”).

COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES by failing to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to work completed during unpaid meal periods and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not limited to, non-discretionary bonuses/incentive pay, shift differential pay, multiple base rates of pay, commission and/or piece-rate compensation and/or other non-discretionary compensation into the sick leave pay rate calculation.

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

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

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

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

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

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

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

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

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

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

Failure To Provide Supplemental Paid Sick Leave: Labor Code section 248.2 provides that all employers with 26 or more employees are required to provide up to 80 hours for covered employees to take 2021 COVID-19 Supplemental Paid Sick Leave to care for themselves, to care for a family member or if it is vaccine-related. Based on information and belief, EMPLOYER violated Labor Code section 248.2 by not providing NON-EXEMPT AGGRIEVED EMPLOYEES with required 2021 COVID-19 Supplemental Paid Sick Leave. Based on information and belief, EMPLOYER failed to provide Supplemental Paid Sick Leave in 2022 in violation of Labor Code section 248.6.

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

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

These violations subject EMPLOYER to civil penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute's provisions were violated.⁷

⁷ Labor Code § 225.5 (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee") (emphasis added).

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

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

EMPLOYER's wage statements that it provided to COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES also failed to indicate the earned gross and net wages earned during the pay period, the correct applicable rates of pay for all hours worked, and the "total hours worked" by COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES (by virtue of rounded time entries, automatic deduction for meal periods/failure to relieve NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and employer control during unpaid meal periods, payment according to scheduled hours worked rather than actual hours worked, and/or other off-the-clock work policies and practices described above), which results in a violation of Labor Code section 226(a). Failure to list all hours worked on a wage statement, gives rise to an inference of injury under Labor Code Section 226 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

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

In addition, because of the violations detailed above, including but not limited to, not paying regular and overtime wages for all hours worked, not paying all sick leave wages at the proper rates, and failing to provide meal and rest break premiums, EMPLOYER has violated California Labor Code § 226 by willfully failing to furnish COMPLAINANT and all NON-EXEMPT

AGGRIEVED EMPLOYEES with accurate, itemized wage statements. As described herein, based on information and belief, EMPLOYER also failed to incorporate all forms of non-discretionary compensation earned during the pay period into the overtime pay rate calculation, and as such, failed to display the proper overtime rate(s) for each hour of overtime worked by COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, wage statements issued by EMPLOYER failed to list all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9).

Additionally, as to NON-EXEMPT AGGRIEVED EMPLOYEES compensated on a piece-rate basis, EMPLOYER failed, and continues to fail to issue accurate wage statements by not documenting the total hours of compensable rest and/or recovery periods and/or for other non-productive time, the rates of compensation for these hours, and the gross wages paid for these hours, in violation of, including but not limited to California Labor Code section 226(a) and/or 226.2

Based on further information and belief, wage statements issued by EMPLOYER fail to list the number of piece-rate units earned and/or any applicable piece rate for those NON-EXEMPT AGGRIEVED EMPLOYEES compensated on a piece-rate basis, in violation of Labor Code section 226(a)(3).

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

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

These violations subject EMPLOYER to civil penalties under Labor Code section 226. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE and each EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute provisions were violated.⁸

Semimonthly Payment Violations: Labor Code section 204 requires that all earned wages must be paid to employees twice during each calendar month. EMPLOYER violated this section by, including but not limited to, failing to pay COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES an additional hour of pay for meal and rest periods not provided and/or otherwise unlawful, by failing to compensate employees for all hours worked, and by failing to pay proper premium wage rates for all hours worked. These violations subject EMPLOYER to

⁸ See Lab. Code §226.3 (establishing that the civil penalty is “per employee per violation”).

civil penalties under Labor Code section 210. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the statute's provisions were violated.

Seating Violations: Per section 14(A-B) of all applicable IWC Wage Orders, employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats and when they are not actively engaged in the work duties that would not permit them to be seated.

All applicable IWC Wage Orders, Section 14(A-B) provides:

(A) All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.

(B) When employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

Suitable seating is one of the worker protections covered by California's Wage Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly construed to effectuate the goal of protecting the comfort and welfare of employees. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1027 (2012).

Based on information and belief, EMPLOYER failed to provide NON-EXEMPT AGGRIEVED EMPLOYEES with suitable seating, and when such employees were not engaged in duties which required them to stand, no seating was placed in reasonable proximity to their workstations.

Moreover, based on information and belief, the nature of the work reasonably permitted the use of seats for at least part of the time that NON-EXEMPT AGGRIEVED EMPLOYEES were working. Lastly, based on information and belief, there were periods of time when NON-EXEMPT AGGRIEVED EMPLOYEES were not engaged in active duties of their employment, yet there were no suitable seats in reasonable proximity to the work area and use of seats would not interfere with the performance of their duties.

EMPLOYER's NON-EXEMPT AGGRIEVED EMPLOYEES worked in various positions. The nature of NON-EXEMPT AGGRIEVED EMPLOYEES' work reasonably permitted the use of seats. However, EMPLOYER failed to provide suitable seating in reasonable proximity to NON-EXEMPT AGGRIEVED EMPLOYEES' work areas in violation of section 14(A-B) of all applicable Wage Orders, and Labor Code sections 1198 and 1199, subjecting EMPLOYER to civil penalties under Labor Code sections 1199 and 2699. Each violation of each Labor Code section and IWC Wage Order provision, for each NON-EXEMPT AGGRIEVED EMPLOYEE, results in a separate civil penalty.⁹

⁹ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

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

Therefore, EMPLOYER's violations, including but not limited to, with respect to meal periods, rest periods, recordkeeping provisions, minimum wages and overtime wages, suitable seating, and business expenses, result in separate violations of sections 1198 and 1199, which subject EMPLOYER to civil penalties under Labor Code sections 1197.1 and 2699.

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

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

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

Failure to Pay Vested Vacation/Paid Time Off:

California Labor Code section 227.3 provides that when an employer policy provides for paid vacations and/or paid time off, and an employee is terminated without having taken off his, her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the employee's final rate in accordance with such contract of employment or employer policy respecting eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time off upon termination. Based on information and belief, EMPLOYER had and continues to have a uniform policy and practice of failing to allow NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to use their earned vacation/paid time off during their employment and failing to pay all vested, accrued paid time off to NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES upon separation of employment, in violation of California law, including but not limited to, Labor Code section 227.3.

Final Pay Violations: Labor Code section 201 requires employers to pay all wages earned and unpaid at the time of discharge, immediately upon discharge. California Labor Code section 201(a) provides, in relevant part, that "[i]f an employer discharges an employee, the wages earned and

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

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

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

These violations subject EMPLOYER to civil penalties under Labor Code sections 203, 210, and/or 256. Each violation results in a *separate* civil penalty, for each EXEMPT AGGRIEVED EMPLOYEE and each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the statute provisions were violated.¹⁰

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

Among other things, under California law, when tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by employer, except that an employee whose wages are at least two (2) times the

¹⁰ (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, 1197.5, shall be subject to a civil penalty...for each failure to pay each employee”).

minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft. *See* applicable IWC Wage Order, § 9 (b).

Among other things, under California law, when employees must use their personal cellphones for work-related purposes, the employer must reimburse them for a reasonable percentage of their cell phone bills. *See Cochran v. Schwan's Home Services, Inc.* (2014) 228 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was required to use their personal cellphone for work-related purposes and not reimbursed for the use. *Id.* 1144-1145. California law also requires employers to reimburse employees for automobile expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear and tear on the vehicle. *See Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554. Further, "any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled to under the laws of this State." *See* Cal. Lab. Code § 2804.

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

Based on information and belief, EMPLOYER shifted its costs of doing business onto NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES by requiring them to pay for its business expenses, including but not limited to, uniforms, work clothing/shoes, protective equipment/safety gear (e.g., gloves and/or face masks) and/or the use of NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' personal mobile phone and data usage for work-related purposes, including but not limited to, receiving and responding to work related messages and/or phone calls. For example, on information and belief, COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES received work-related calls/messages to their personal phones from managers and/or supervisors and/or other NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES regarding scheduling and other work tasks. Moreover, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES also were required to use and did use personal devices to perform work duties at home/remotely, such as, but not limited to, reviewing and/or completing work-related paperwork and/or other documents as mandated by EMPLOYER, however EMPLOYER failed to provide reimbursement / full reimbursement for expenses NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES incurred as a result of working for EMPLOYER remotely and/or from their homes, including but not limited to, cost of internet service, home electricity, cost of additional memory and/or virus software for home computer / home computer use, among other business expenses associated with remote work required by EMPLOYER.

Additionally, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were not reimbursed for the business use of their personal vehicles, including but

not limited to, mileage, wear and tear, and/or gas when they were required to drive between job sites/facilities. For example, COMPLAINANT was required to use his personal vehicle to drive between EMPLOYER's various job sites but was not provided any and/or full reimbursement for EMPLOYER's business use of his personal vehicle. While at times EMPLOYER purported to compensate for vehicle-related expenses, any amount offered fell far below the Internal Revenue Service (IRS) mandated per mile compensation for the relevant time period. As such, EMPLOYER failed to compensate NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES at the Internal Revenue Service (IRS) mandated per mile compensation rate for the relevant period.

Based on further information and belief, at times, NON-EXEMPT AGGRIEVED EMPLOYEES were at times required to supply (purchase and/or maintain) their own hand tools they required to perform their assigned job duties, however, they did not receive any and/or full reimbursement from EMPLOYER for the expenses incurred in connection therewith. Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were not reimbursed for the cost of using their personal phone for work related purposes and/or the cost of purchasing and/or maintaining work uniforms/clothing.

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

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

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

Unlawful Agreements/ Unlawful Criminal History Inquiries:

Unlawful Agreements

Labor Code section 432.5 provides that "no employer...shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer...to be prohibited by law." Based on information and belief, EMPLOYER required

COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to unlawful conditions of employment including but not limited to unlawful criminal and/or financial checks as a condition of obtaining and/or continuing employment in violation of Labor Code section 432.5.

The California Labor Code places certain procedural and substantive limits on employers' ability to conduct employee background checks and on how employers can use the information they obtain through those background checks. Labor Code section 1024.5 states that employers, except for financial institutions, may order a credit check only if the individual works (or is applying to work) in certain positions (e.g., managerial positions, financially-related positions, and certain government positions). Additionally, the Investigative Consumer Reporting Agencies Act (ICRAA- CA Civil Code section 1786, *et seq.*) and the Fair Credit Reporting Act (FCRA - 15 U.S.C. section 1681, *et seq.*) mandate several requirements prior to and following an employee background check, including but not limited to identifying an appropriate reason for the background check, a separate consent form with required disclosures and certain formatting requirements, additional forms such as a summary of rights, a way by which to request a copy of the report, as well as proper notice of adverse actions taken, among other statutory requirements.

Based on information and belief, EMPLOYER ordered unlawful financial credit checks on NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES, in violation of Labor Code section 1024.5, and required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to provide ongoing written consent to the unlawful credit checks as a condition of employment, in violation of California and Federal law, which results in a further violation of Labor Code section 432.5.

Based on information and belief, EMPLOYER also required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to submit and/or agree to submit in writing to unlawful criminal background checks as a condition of obtaining and/or holding employment in violation of the ICRAA and the FCRA.

Based on information and belief, EMPLOYER required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to a background check which failed to abide by the requirements set forth in CA Civil Code section 1786, *et seq.* and 15 U.S.C. section 1681, *et seq.*, including but not limited to by failing to provide a clear and conspicuous disclosure (and/or failing to provide any disclosure at all), failing to provide disclosures free of extraneous information, failing to provide a lawful purpose for the background check, failing to provide a summary of rights under the ICRAA and/or the FCRA, failing to provide a way by which the individual could request a copy of the report, failing to disclose the name, address, and telephone number of the third party preparing the report, and failing to properly obtain authorization or consent to such a background check, and thus was an unlawful background check.

By requiring NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to unlawful criminal and/or financial checks not in conformance with the applicable laws, EMPLOYER violated Labor Code section 432.5.

Based on information and belief, EMPLOYER also required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to provide ongoing consent to EMPLOYER to conduct background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by requiring applicants and employees to agree to an unlawful provision as a condition of employment.

Based on further information and belief, EMPLOYER knew that requiring NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree to unlawful criminal and/or financial background checks as a condition of obtaining and/or holding employment was unlawful.

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

Unlawful Inquires into Criminal History

Labor Code section 432.7 prohibits an employer from asking applicants about past arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on information and belief, EMPLOYER asked NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES about arrests not resulting in convictions on its employment application, in violation of California law.

Upon information and belief, EMPLOYER, in violation of California law, including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act (“FEHA”), asked NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES about convictions prior to extending an offer of employment and/or otherwise impermissibly inquired into criminal history on its employment application in violation of California law.

By asking about arrests not resulting in convictions, EMPLOYER violated Labor Code section 432.7. By asking about convictions at the application phase or prior to extending an employment offer, EMPLOYER violated California’s Fair Chance Act, and thereby violated Labor Code section 432.5 by unlawfully requiring NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to disclose arrests and/or convictions as a condition of employment.

As such, COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES continue to be subject to various unlawful provisions as a condition of employment.

Conclusion

EMPLOYER has violated the above-referenced California Labor Code provisions, the applicable IWC Wage Order, including but not limited to all applicable Wage Orders, as well as other laws,

and is liable for all applicable premium wages, statutory and civil penalties, interest, attorneys' fees, and costs. The civil penalties COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES seek to recover include, but are not limited to, the statutory and civil penalties specified above.

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

The purpose of this AMENDED NOTICE is to satisfy the requirements created by Labor Code §§ 2699, 2699.3(a), 2699.3(b), 2699.3(c), and 2699.5, prior to seeking penalties and premium wages allowed by law for the aforementioned statutory violations in a civil action. We look forward to determining whether the LWDA intends to take any action in reference to these claims. We kindly ask that you respond to this NOTICE according to the time frame contemplated by the code.

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

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

Kiara Bramasco
Crosner Legal, PC
9440 Santa Monica Blvd., Ste. 301
Beverly Hills, CA 90210
Main: 310.496.5818
Fax: 310.510.6429
Email: kiara@crosnerlegal.com

Thank you for your attention to this matter.

Best Regards,

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

Kiara Bramasco, Esq.
CROSNER LEGAL, PC



Manny Martinez <manny@crosnerlegal.com>

Thank you for your Amended PAGA Claim Notice Submission.

DIR PAGA Unit <lwdadonotreply@dir.ca.gov>

Wed, Feb 15, 2023 at 5:10 PM

To: zach@crosnerlegal.com

02/15/2023 05:09:46 PM

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

Item submitted: Amended PAGA Claim Notice

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

Exhibit 4



Vardui Sarkisian <vardui@crosnerlegal.com>

Thank you for your Court Complaint Submission.

DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
To: vardui@crosnerlegal.com

Thu, Aug 17, 2023 at 3:17 PM

08/17/2023 03:17:32 PM

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

Item submitted: Court Complaint

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

Exhibit 5

Exhibit 6

Crosner Legal — Class & PAGA Wage & Hour Settlements (Approx. 2020-2026)

Case Name	Case Number	County	Case Type	Settlement Amount
Aguilar, Adrian v. Fisher Ranch	CVRI2201059	Riverside	Class Only	\$600,000.00
Alhark, Maryama v. Corteva Agriscience LLC	C22-02772	Contra Costa	Class and PAGA	\$1,750,000.00
Alonzo, Phillip v. Brenntag Pacific Inc.	20STCV20030	Los Angeles	Class and PAGA	\$800,000.00
Alvarado, Patricia v. JC-4 Inc. dba McDonald's	CIVSB2314091	San Bernardino	Class and PAGA	\$625,000.00
Amador, Maria v. Colonial Care Center et. al.	22STCV21067	Los Angeles	PAGA Only	\$175,000.00
Angel, Connor v. Elliott Homes, Inc.	24CV019402	Sacramento	Class and PAGA	\$225,000.00
Anguiano, Juan v. Kana Pipeline Inc.	CVRI2102234	Riverside	PAGA Only	\$410,000.00
Avila, Maria v. Lakeside Organic Gardens, LLC	24CV00507	Santa Cruz	Class Only	\$900,000.00
Avila, Sabrina v. Shannon Ranches Inc.	CV418366	Lake	Class and PAGA	\$800,000.00
Avilez, Javier v. Full Steam Staffing/World Class Dist.	CIVDS2006572	San Bernardino	PAGA Only	\$605,000.00
Ball, Douglas v. Kruger Foods	STK-CV-UOE-2022-0008581	San Joaquin	Class and PAGA	\$300,000.00
Barahona, Juan Carlos v. Aperto Property Management, Inc.	30-2023-01312346	Orange	PAGA Only	\$510,000.00
Barajas, Oscar v. CPC Logistics Solutions, LLC	22CV011373	Alameda	Class and PAGA	\$305,160.00
Barrett, Amy v. Rustic Canyon Family of Restaurants, Inc., et. al.	24STCV09808	Los Angeles	PAGA Only	\$120,000.00
Bartley v. Universal Television	22STCV36428	Los Angeles	Class and PAGA	\$274,500.00
Benton, Patricia v. Northern California Inalliance	34-2021-00293036	Sacramento	Class and PAGA	\$650,000.00
Bland, Maggie v. Marin Airporter	CIV2003640	Marin	Class and PAGA	\$450,000.00
Bolanos, Valeria v. Newport Fab, LLC	30-2022-01280696	Orange	Class and PAGA	\$3,900,000.00
Briceno, Mario v. Monogram Aerospace Fasteners	22STCV21965	Los Angeles	Class and PAGA	\$512,500.00
Briseno, Guadalupe v. Perfection Pet Foods	CVRI2306029	Tulare	PAGA Only	\$300,000.00
Brown, Antoinette v. Ela Foods Inc. DBA Popeyes	22STCV26088	Los Angeles	Class and PAGA	\$350,000.00
Browning, Lynda v. Huntington Health Physicians, et al.	20STCV48262	Los Angeles	Class and PAGA	\$335,000.00
Browning, Ronald v. TEC Equipment	CIVSB2202461	San Bernardino	Class and PAGA	\$175,000.00
Buchanan, Mary v. Atria Management Company, LLC	19STCV11267	Los Angeles	Class and PAGA	\$1,000,000.00
Bui, Huong v. Spectrum Lifescience/Repligen	22STCV12522	Los Angeles	Class and/or PAGA	\$1,350,000.00
Calderon, Juan v. Physicians for Healthy Hospitals, Inc.	MCC2001482	Riverside	Class and PAGA	\$750,000.00
Calva De Garcia, Eugenia v. GNIMGT, INC.	22STCV03262	Los Angeles	PAGA Only	\$300,000.00
Cannon, Loretta v. Huntington Memorial Hospital	19STCV14554	Los Angeles	Class and PAGA	\$3,699,999.00
Cannon, Loretta v. Cross Country Staffing, et al.	RG20062901	Alameda	Class Only	\$995,000.00
Cannon, Loretta v. Sunbelt Inc. and Soliant Health	RG20061175	Alameda	Class Only	\$142,500.00
Cannon, Loretta v. Trustaff Travel Nurses, LLC	RG20057959	Alameda	Class Only	\$900,000.00

Cardenas, Teresa v. Shields Skilled Care LLC	24CU025473C	San Diego	PAGA Only	\$185,000.00
Castillo, Sabrina v. Gaither's Family Homes, Inc.	VCU277188	Tulare	Class and PAGA	\$300,000.00
Catalano, Cristina v Beverly Hills Hotel Management	22STCV18139	Los Angeles	Class and PAGA	\$2,038,000.00
Catalano, Cristina v Mr. C's	22STCV18139	Los Angeles	Class and PAGA	\$200,000.00
Cedeno, Pedro v. Sannipoli Corporation	CVRI2303826	Riverside	Class Only	\$900,000.00
Cervantes, Francisco v. Alpha Materials Inc.	CVRI2201967	Riverside	Class and PAGA	\$295,000.00
Chavez, David v. Big 5 Sporting Goods Corporation	RIC1902224	Riverside	Class and PAGA	\$542,685.00

Clevenger, Donald v. TC California Hospitality LLC, et al.	37-2024-00010785	San Diego	Class and PAGA	\$650,000.00
Cluck, Stephany v. Childhelp Inc.	CVRI2202276	Riverside	Class and PAGA	\$315,000.00
Collins, Amber v. Danbarb, Inc. dba Taco Bell	20STCV44190	Los Angeles	Class Only	\$650,000.00
Combest, Jennifer v. Ninety Five South Inc.	21STCV02842	Los Angeles	Class and PAGA	\$250,000.00
Contabile, Mario v. KEW Corporation	FCS053747	Solano	PAGA Only	\$205,000.00
Cooper, Pricilla v. Amtec Human Capital, Inc. / The Clorox Company	23CV0036357	Alameda	Class Only	\$300,000.00
Correa, Matthew, et al v. Fedex Supply Chain	CIVDS2023369	San Bernardino	Class and PAGA	\$1,400,000.00
Cowley-Malki, Alexander v. Cengage Learning, Inc.	24STCV24576	Los Angeles	PAGA Only	\$554,253.00
Crawford, Mary v. CAVA Group, Inc., et. al.	24STCV16024	Los Angeles	PAGA Only	\$850,000.00
Dat, Andrew v. Mercury Insurance Services, LLC	30-2022-01273495	Orange	Class and PAGA	\$2,800,000.00
Davenport, Lillian v. Emeritus Corporation	STK-CV-UOE-2023-9791	San Joaquin	PAGA Only	\$2,537,500.00
Davis, Kenneth v. Homesite Services Inc.	CIVSB2418616	San Bernardino	PAGA Only	\$575,000.00
Dawood, Mahmood v. Tiger Lines LLC	STK-CV-UOE-2022-0012329	San Joaquin	Class and PAGA	\$300,000.00
De La Hoya, Robert v. Sierra West Finish, Inc.	CIVSB2107351	San Bernardino	Class and PAGA	\$625,000.00
De La Torre, Eliseo v. Unique Building Group, Inc.	37-2023-00011128	San Diego	Class and PAGA	\$700,000.00
De Leon, Antonio v. Service West, Inc.	21CV002394	Alameda	Class and PAGA	\$1,250,000.00
De Leon, Marlon v. Haidilao Hot Pot Century City, Inc.	23STCV19515	Los Angeles	PAGA Only	\$950,000.00
Del Campo, Matt v. Ventura Investment Co.	22CV02147	Santa Barbara	PAGA Only	\$80,000.00
Denault, Pearl v. Lewis Management Corporation	CIVSB2107487	San Bernardino	PAGA Only	\$1,200,000.00
Diaz, Jose v. Santa Barbara Transportation Corporation	CIVDS1920120	San Bernardino	Class and PAGA	\$3,000,000.00
Diaz, Maria v. Central Valley Eggs, LLC	BCV-22-102510	Kern	Class and PAGA	\$125,000.00
Dominguez, Ramon v. Home Depot USA, Inc.	CIVDS1936039	San Bernardino	PAGA Only	\$275,000.00
Dones, Angel v. Alan Ritchey, Inc.	19STCV29446	Los Angeles	Class and PAGA	\$280,000.00
Dudley, Crystal v. Byram Healthcare	24-2-09844-5	King	Class Only	\$1,010,000.00
Dudley, Crystal v. Transdev	24-2-03434-31	Snohomish	Class Only	\$769,000.00
Easley, Austin v. Paradise Dynasty	30-2022-01291762	Orange	Class and PAGA	\$300,000.00
Edwards, Lauren v. ProCare One Nurses, et al.	30-2020-01176349	Orange	PAGA Only	\$825,000.00
Eldridge, Michael v. L.A. Downtown Medical Center LLC	20STCV05951	Los Angeles	Class and PAGA	\$600,000.00
Ellsworth, Leona v. Hallcon Transportation	20STCV06618	Los Angeles	Class and PAGA	\$1,300,000.00
Etemad, Nancy v. Raymond James & Associates, Inc.	21STCV35039	Los Angeles	PAGA Only	\$340,000.00
Evans, Akim v. Whelan Security of California, Inc.	20STCV10973	Los Angeles	Class and PAGA	\$3,045,000.00
Findley, Jade v. Avenue5 Residential, LLC	20STCV34633	Los Angeles	PAGA Only	\$460,000.00
French, Marcus v. Lonza Biologics	21STCV08097	Los Angeles	Class and PAGA	\$556,500.00
Galloway, Cindy v. P.F. Chang's III, LLC	20STCV36407	Los Angeles	Class and PAGA	\$4,000,000.00

Garces, Koa v. J to P Corp.	24NWCV04689	Los Angeles	PAGA Only	\$100,000.00
Garcia, Johnny v. People Ready / Win-Dor	30-2022-01290278	Orange	Class and PAGA	\$1,025,000.00
Garcia-Serna v. D.Lark, Inc.	24-2-22912-4	King	Class Only	\$3,135,000.00
Garcia-Serna v. Den-Tri, Inc.	25-2-03089-0	King	Class Only	\$550,000.00
Gilbert, Amanda v. Pirate Cove Management, LLC	CIVSB2212283	San Bernardino	PAGA Only	\$49,270.00

Giliberti, Davide v. South Bay Motors, LLC	23STCV15499	Los Angeles	PAGA Only	\$275,000.00
Glenn, Stanley v. The McCoy Group LLC / Foodliner	C23-00863	Contra Costa	Class and PAGA	\$217,803.39
Goad, Randy v. SRG Operating, Inc.	24CV00643	Santa Barbara	PAGA Only	\$675,000.00
Goldberg, Michael v. General Production Service of California, Inc.	BCV24102628	Kern	Class and PAGA	\$650,000.00
Gomez Perez, Aziel v. Qantas Airways Limited	23STCV18974	Los Angeles	Class Only	\$1,300,000.00
Goodwin, Somalia v. Save Mart Supermarkets LLC	STK-CV-UOE-2023-2062	San Joaquin	Class and PAGA	\$5,600,000.00
Gotishan, Liliya v. Gateway Learning Group, Inc. / Kyo Autism Therapy, LLC	CGC-21-596378	San Francisco	Class and PAGA	\$1,015,000.00
Guevara, Daniel v. Caltek Staffing	20STCV11125	Los Angeles	Class and PAGA	\$95,500.00
Gutierrez, Gilberto v. Blue Diamond Growers	30-2020-01123754	Orange County	PAGA Only	\$290,000.00
Gutierrez, Rodolfo v. International Paper	2:22-cv-08460	Cent. Dist. Cal.	Class Only	\$500,000.00
Hamilton, Angelica v. Frontier Behavioral Health	24-2-04961-32	Spokane	Class Only	\$4,500,000.00
Hernandez, Maria Guadalupe v. Yzer	23CV025345	Alameda	Class and PAGA	\$1,000,000.00
Hernandez, Sergio v. Klingbeil Capital Management	CIVSB2208148	San Bernardino	Class and PAGA	\$355,000.00
Herrera, Dennis v. Signature Flight Support	22STCV09377	Los Angeles	Class Only	\$1,185,840.00
Hong- Duong, Anh et al. v. Loan Factory, Inc.	21CV382467	Santa Clara	Class and PAGA	\$1,000,000.00
Horn, Vivian v. Furaat, Inc.	37-2020-00032266	San Diego	PAGA Only	\$175,000.00
Hoxsie, Jeffrey v. Housing Matters	22CV01797	Santa Cruz	Class Only	\$240,688.44
Hunter, Xavier v. 72 Hour LLC	22CV00661	Santa Cruz	Class and PAGA	\$388,000.00
Inter-Con Security Systems Wage and Hour Cases	JCCP 5200	Orange	Class and PAGA	\$3,200,000.00
Jajuga, Ashley v. Pilot Travel Centers	CIVDS1931464	San Bernardino	Class and PAGA	\$2,500,000.00
James, Tatrela v. Roth Staffing Companies	24STCV22584	Los Angeles	PAGA Only	\$94,000.00
Jeffcoat, Dorian v. Sidecar Doughnuts LLC	24CU005608C	San Diego	PAGA Only	\$280,000.00
Jimenez Rivas, Wilber v. Lou Sobh Cerritos Saturn, Inc.	23STCV19508	Los Angeles	PAGA Only	\$325,000.00
Johnson, Leon v. Carvana, LLC	CIVSB2304225	San Bernardino	Class Only	\$400,000.00
Johnson, Lori v. Insulet Corporation	2:20-cv-05418	Cal. C.D. West. Div.	Class Only	\$112,500.00
Johnson, Rodney v. Sushi Nozawa, LLC dba Sugar Fish	22STCV08949	Los Angeles	PAGA Only	\$325,000.00
Josephson, David v. Lamon Construction Company Inc.	2:23-cv-00043	East. Dist. Cal.	Class and PAGA	\$263,000.00
Juarez, Rocio v. Excel Residential Serviceslas	23STCV05997	Los Angeles	Class and PAGA	\$342,500.00
Kapusta, Nathan vs. Cardinale Motors SLO, Inc.	BCV-20-101593	Kern	Class and PAGA	\$667,500.00
Keopimpha, Charles v. Space Exploration Technologies Corp., dba SpaceX	23STCV17559	Los Angeles	PAGA Only	\$3,970,000.00
Kwon, Jihyun v. Wooltari USA, Inc.	22STCV37161	Los Angeles	Class and PAGA	\$300,000.00
Larson, Tanner v. Prime-Line Products Company	CIVDS1934135	San Bernardino	PAGA Only	\$500,000.00
Le, Tuan Q v. Future Tech Metals	CVRI2105851	Riverside	Class and PAGA	\$275,000.00
Lee, Hae Taek v. Global Expedited Transporation Inc.	20STCV43064	Los Angeles	Class and PAGA	\$200,000.00

Leon, Anthony v. Sierra Aluminum Company	CIVDS2010856	San Bernardino	Class and PAGA	\$2,950,000.00
Lo, Va Pau v. Cyberpower PC	21STCV41181	Los Angeles	Class and PAGA	\$1,925,000.00
Lopez, Julio v. Steven Label	22STCV21691	Los Angeles	PAGA Only	\$325,000.00
Lopez, Ridel v. Frito-Lay, Inc.	21STCV01652	Los Angeles	Class and PAGA	\$990,000.00

Loya, Jose v. Rumiano Cheese Co.	22CV02958	Glenn	Class Only	\$640,000.00
Madison, Christopher v. Air Canada	22STCV38188	Los Angeles	Class and PAGA	\$575,000.00
Maoz, Renee Lynn v. Dougherty Laser Vision	22STCV33937	Los Angeles	Class Only	\$341,000.00
Marquez, Daniella v. S & G Discount Outlet	23CV005687	Sacramento	Class and PAGA	\$370,000.00
Martinez, Esteban v. T McGee Electric	CIVSB2114427	San Bernardino	Class and PAGA	\$950,000.00
Martinez, Robert v. IHG Management (Maryland) LLC	37-2024-00008504	San Diego	Class and PAGA	\$2,800,000.00
Martinez, Ulysses v. Dnney Trade, Inc., et al	18STCV09631	Los Angeles	PAGA Only	\$75,000.00
McCauley, Jesse v. MT Mullahey Inc., et al.	21CV-0001	San Luis Obispo	PAGA Only	\$137,500.00
McCullough, Rose v. Pioneer Memorial Healthcare District	ECU000808	Imperial	Class and PAGA	\$437,000.00
McKinnie, Eddie v. Iron Mountain	21STCV05707	Los Angeles	Class and PAGA	\$1,500,000.00
McKnight, Anthony v. Everguard Home Insulation, Inc.	20STCV08446	Los Angeles	PAGA Only	\$92,500.00
(Bernal v. Express Messenger) McNorton, Damien v. Ontrac Logistics, Inc.	CIVSB2319614	San Bernardino	Class and PAGA	\$4,500,000.00
Merino, Agustin v. Sterling Motors	30-2020-01175391	Orange	PAGA Only	\$300,000.00
Montoya, Cristian v. Greco Entertainment Group, Inc. d/b/a Fia Restaurant	23STCV00656	Los Angeles	PAGA Only	\$175,000.00
Moore, Theresa v. QVC Inc.	CIVSB2311549	San Bernardino	Class and PAGA	\$1,500,000.00
Moranville, Mark v. St. Jude Hospital	30-2022-01244478	Orange	Class Only	\$4,000,000.00
Moyal, Elaine v. Cabinets To Go, LLC	20STCV32477	Los Angeles	Class and PAGA	\$575,000.00
Munoz, Irvyn v. XPO Logistics Freight, Inc.	23CV003704	Sacramento	Class and PAGA	\$2,850,000.00
Munoz, Joe v. Alpha Property Management / 21st Century Personnel LLC	23STCV12751	Los Angeles	PAGA Only	\$125,000.00
Murray, Benny v. Alclear, LLC	23STCV10429	Los Angeles	PAGA Only	\$900,000.00
Ngo, et al v. Lazer Spot, Inc.	CIVSB2312528	San Bernardino	Class and PAGA	\$1,500,000.00
Noriega, Joshua v. MP Mine Operations, LLC	CIVDS1903740	San Bernardino	Class and PAGA	\$850,000.00
Nseir, Maria v. Providence Holy Cross Medical Center	21STCV09585	Los Angeles	Class Only	\$675,000.00
Paura, Steve v. Centinela Feed, Inc.	23STCV28435	Los Angeles	PAGA Only	\$250,000.00
Peña, Homero v. Smith Packing Inc. / Sun Coast Farms	23CV00931	Santa Barbara	PAGA Only	\$85,000.00
Perea, Mayda v. Horizon Personnel Services, Inc.	37-2018-00243114	Sacramento	Class and PAGA	\$238,267.00
Puga, Christopher v. Big 5 Sporting Goods	23CV412334	Santa Clara	PAGA Only	\$1,460,000.00
Quesada, Arthur v. XPDEL Inc.	23CV031688	Alameda	Class Only	\$175,000.00
Ragone, Bryan v. U.S. Aviation Services Corp.	24STCV03049	Los Angeles	Class Only	\$705,000.00
Ramirez, Marina v. The Stand, LLC	23STCV17089	Los Angeles	PAGA Only	\$300,000.00
Ramirez, Ricardo v. Ingardia Bros Produce	30-2023-01336578	Orange	PAGA Only	\$450,000.00
Rangel, Genevieve v. Bassett Direct NC, LLC	30-2018-01040101	Orange	Class and PAGA	\$650,000.00
Razo, Romualda v. Diverse Facility Solutions	CIVSB2133307	San Bernardino	Class and PAGA	\$450,000.00
Reagers, Hannah v. Boar's Head Provisions Co., Inc.	20STCV12183	Los Angeles	Class and PAGA	\$295,000.00

Reed, Evan v. Williams Sonoma	CGC-22-598118	San Francisco	Class and PAGA	\$850,000.00
Reyes, Jeffrey v. The Yerba Mate Co., LLC	34-2022-00331592	Sacramento	Class Only	\$275,000.00
Reyes, Jose v. California Terra LLC	20CV-00084	Merced	Class and PAGA	\$243,000.00

Reyes, Jose v. Charles Ahlem Ranch	19-cv-02502	Merced	Class and PAGA	\$400,000.00
Richardson, Kristopher v. PLZ Corp	CVRI2404034	Riverside	PAGA Only	\$265,000.00
Robinson, James v. Pridestaff, Inc.	RIC2001274	Riverside	PAGA Only	\$90,000.00
Rodriguez, Monique v. Sutter Gould Medical Foundation	CV-19-001331	Stanislaus	Class and PAGA	\$8,000,000.00
Rojas, Joshua v. Integrated Distribution Systems	24STCV04611	Los Angeles	PAGA Only	\$312,500.00
Romero, Jakkob v. Blue Beacon International	CIVSB2213166	San Bernardino	Class Only	\$1,600,000.00
Romero, Miguel v. Hitex Dyeing & Finishing	21STCV39332	Los Angeles	Class Only	\$450,000.00
Rudolph, Erik v. Herc Companies	37-2020-00016112	San Diego	Class and PAGA	\$600,000.00
Ruiz, Miguel Jonas v. Dothan Security Inc.	23STCV12886	Los Angeles	PAGA Only	\$950,000.00
Salas Garcia, Arturo v. Stay Green, Inc.	23STCV17296	Los Angeles	PAGA Only	\$150,000.00
Salazar, Severiana v. Springhill SMC, LLC	19STCV37988	Los Angeles	Class Only	\$180,000.00
Sanchez v. Valley Thrift aka M & M Management Co et al.	20STCV25886	Los Angeles	Class and PAGA	\$2,380,000.00
Sanchez, Emil Becerra v. Pratt Communications, Inc.	30-2019-01059205	Orange	Class and PAGA	\$200,000.00
Sanchez, Hector v. SDLA Courier Service Inc.	20STCV04070	Los Angeles	Class and PAGA	\$330,000.00
Sanchez, Jacob v. Soli-Bond Waste	BCV-19-102195	Kern	Class and PAGA	\$296,000.00
Santana, Piero v. Jeff & Tony's DSD LLC	19STCV41499	Los Angeles	Class and PAGA	\$150,000.00
Sapient, Marc v. Alpha Dyno Nobel	S-CV-0050106	Placer	Class Only	\$325,000.00
Scharch, Leigha v. VICI Collection, LLC	C24-02031	Contra Costa	PAGA Only	\$200,000.00
Scott, Eric v. Bedabox LLC	CIVDS1919200	San Bernardino	Class and PAGA	\$525,000.00
Sermeno, Diana v. Café Rio, Inc.	30-2023-01304494	Orange	PAGA Only	\$240,000.00
Sgontz, Wendy v. Crossmark, Inc.	30-2021-01204377	Orange	PAGA Only	\$1,170,000.00
Sheth, Vijay v. Icon Burger Acquisition, LLC d/b/a SmashBurger	22STCV09093	Los Angeles	Class and PAGA	\$989,940.00
Shilevinatz, Jackie v. Airport Terminal Services	CIVSB2229072	San Bernardino	Class Only	\$2,165,000.00
Siano, Michael v. American News Company	CVRI2301109	Riverside	Class and PAGA	\$120,000.00
Simonton, Sammy v. Alpha Project for the Homeless	37-2023-00018101	San Diego	Class and PAGA	\$636,628.00
Smith, Brad v. Blue Diamond Growers	34-2021-00310576	Sacramento	Class and PAGA	\$5,093,537.50
Smith, Erik v. Premier Packaging, LLC	CIVSB2406078	San Bernardino	Class and PAGA	\$245,000.00
Snyder, DC v. Rocket Mortgage LLC, et al.	24-CIV-00893	San Mateo	Class and PAGA	\$4,500,000.00
Sobko v. Concentric LLC	25-2-04507-2	King	Class Only	\$2,476,500.00
Sparks v. Northwest Medical Specialties, PLLC	25-2-06992-9	Pierce	Class Only	\$775,000.00
Steinfeld, Benny v. Reliance Home Services, Inc.	21STCV18559	Los Angeles	Class and PAGA	\$305,000.00
Tate, Anjolie v. Casper Mattress	23CV031523	Alameda	PAGA Only	\$295,000.00
Tate, Charmaine v. Pro Energy Services Group, LLC	23CV0586	El Dorado	Class and PAGA	\$900,000.00
Taylor, Bobbie Dianne v. Mayflower Gardens Retirement Convalescent Hospital	30-2022-01292641	Orange	PAGA Only	\$760,000.00

Taylor, Terry v. United Facilities, Inc.	CVRI2400946	Riverside	PAGA Only	\$350,000.00
Thomas, Anayla v. Magnolia Rehabilitation Center	RIC1901197	Riverside	PAGA Only	\$700,000.00
Thornton, Jennifer v. DaVita Dialysis	34-2022-00319163	Sacramento	Class and PAGA	\$7,400,000.00
Topete, Veronica v. South Coast Baking LLC, dba Rise Baking Company	CIVSB2224856	San Bernardino	Class and PAGA	\$1,200,000.00
Truong, Anh v. Balt USA	30-2023-01339949	Orange	Class and PAGA	\$625,000.00

Valencia, Alejandro v. The Original Mowbray's Tree Service	RIC1819395	Riverside	Class and PAGA	\$700,000.00
Valencia, Juan v. Kaweah Container Inc	VCU280586	Tulare	PAGA Only	\$300,000.00
Valenzuela, Candice v. Kazi Foods, Inc.	23STCV29564	Los Angeles	PAGA Only	\$330,000.00
Vasquez, Shawn v. Super T Transport, Inc.	CVRI2300957	Riverside	Class and PAGA	\$108,791.00
Vaughn, Seneca v. Public Health Foundation Enterprises, Inc. dba Heluna Health	21STCV18512	Los Angeles	Class and PAGA	\$1,150,000.00
Ventura, Jose v. United Staffing Associates, LLC / Limoneira Company	56-2022-00572497	Ventura	PAGA Only	\$200,000.00
Verdugo, Jose v. 7-Eleven, Inc.	37-2023-00055846	San Diego	Class and PAGA	\$1,900,000.00
Villagomez, Blanca v. Adventist Health Simi Valley	21STCV38017	Los Angeles	PAGA Only	\$780,000.00
Villagomez, Rene v. Bayer/Monsanto	34-2021-00314259	Sacramento	Class and PAGA	\$835,000.00
Viveros, Melissa v. A is for Apple, Inc.	20CV364476	Santa Clara	Class Only	\$525,000.00
Walker, Walter v. Pelican Products, Inc.	23STCV19531	Los Angeles	PAGA Only	\$400,000.00
Washington, Ryshanique Quintanae Mae v. Amirian Management Company DBA Popey	23STCV06924	Los Angeles	PAGA Only	\$350,000.00
Watson, William v. Notarize Inc.	30-2023-01310277	Orange	Class and PAGA	\$182,500.00
Welcker, Roxanne v. Dimension Development Two, LLC	22STCV06409	Los Angeles	Class Only	\$302,652.00
West, Richard v. EPCM-RMS, Inc.	19STCV31373	Los Angeles	Class and PAGA	\$245,000.00
Whittaker, Kailee v. YHB Long Beach, LLC/Holiday Inn Franchise	22STCV34593	Los Angeles	Class and PAGA	\$623,214.79
Williams, Christopher v. BlueTriton Brands, Inc.	CIVSB2320221	San Bernardino	Class Only	\$1,625,000.00
Woods, Claude v. Veyo Inc.	37-2020-00033184	San Diego	Class and PAGA	\$2,367,850.00

Cases: 209
Total Settlement: \$199,583,579.12