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6 Attorneys for Plaintiff CHARLES KEOPIMPHA

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

10 CHARLES KEOPIMPHA, on behalf of the
11 State of California, and others similarly
situated and aggrieved,

12 Plaintiff,

13
14 v.

15 MANPOWER US INC., a Delaware
16 Corporation; MANPOWERGROUP US
INC., a Wisconsin Corporation;
17 HONEYWELL INTERNATIONAL, INC.,
a Delaware Corporation; and DOES 1-100,
18 inclusive,

19 Defendants.
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Case No.: 22STCV26888 (Lead Case)
23STCV18670 (Related Case)

Assigned for All Purposes to:
Hon. Michael Schultz
Dept. 40

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

Date: August 21 2025
Time: 8:30 a.m.
Dept.: 40

Reservation ID: 166053299611

DECLARATION OF BRANDON BROUILLETTE

I, BRANDON BROUILLETTE, Declare:

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

2. Attached hereto as Exhibit 1 is a true and correct, fully-executed copy of the Parties' PAGA Settlement Agreement and Release (the "Settlement Agreement"). Attached hereto as Exhibit 2 is a true and correct copy of Plaintiff's March 15, 2023 notice letter to the Labor & Workforce Development Agency ("LWDA") and proof of submission. Attached hereto as Exhibit 3 is proof of submission of the complaint to the LWDA via its online portal. Attached hereto as Exhibit 4 is proof of submission of the settlement to the LWDA via its online portal.

3. I am unaware of any other cases or matters that may be related to this matter or that may have overlapping claims or overlapping “aggrieved employees” other than the related case of Fernando Allencaster v. Honeywell International, Inc., Los Angeles Superior Court Case No. 22STCV26888 (“Allencaster Action”), which involves class and PAGA claims alleged on behalf of direct hires of Defendant Honeywell. Those claims are subject to a separate settlement and will not be affected by the settlement and release in this matter.

BACKGROUND

4. Manpower is a national staffing agency which employs workers and offers workforce solutions to customers throughout the United States. Plaintiff Keopimpha worked for Manpower and was staffed at Honeywell's Torrance, California facility from July 18, 2022 through October 11, 2022. While purportedly jointly employed with Defendants, Plaintiff alleges he was subjected to a number of wage and hour violations. Manpower denies Plaintiff's claims and asserts that it maintains wholly compliant practices and policies.

5. After notice to the LWDA and Defendants, and exhausting administrative remedies, on August 7, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for civil penalties on behalf of the LWDA and all other

1 allegedly “aggrieved employees” under the PAGA for (1) Unpaid Minimum and Overtime
2 Wages, (2) Meal Period Violations, (3) Rest Period Violations, (4) Inaccurate Wage Statements,
3 (5) Unlawful Deductions, (6) Failure to Produce Employment Records, (7) Inaccurate Records,
4 (8) Unreimbursed Business Expenses, (8) Sick Leave Violations, (9) Failure To Provide
5 Supplemental Paid Sick Leave, (10) Seating Violations, (11) Failure to Pay Vested Vacation/Paid
6 Time Off, (12) Failure to Timely Pay All Wages Upon Separation of Employment, (13) Unlawful
7 Agreements-Unlawful Criminal History Inquiries, and (14) Failure to Provide a Safe and
8 Healthful Workplace. The Complaint is the operative complaint in the Action (the “Operative
9 Complaint.”). Plaintiff filed the matter on behalf of himself and on behalf of the Aggrieved
10 Employees defined to include all non-exempt, hourly paid persons employed by Manpower who
11 was placed to work and performed work for Honeywell in California during the PAGA Period.
12 Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the
13 laws identified in in the Operative Complaint and deny any and all liability for the causes of
14 action alleged.

15 6. Once the case was at issue, the matter was deemed related to the earlier-filed
16 Allencaster Action (filed on August 18, 2022), although Manpower is not a party in the
17 Allencaster Action. Thereafter, the Parties began meeting and conferring regarding discovery,
18 potential law and motion, and other case management issues, and eventually agreed to attempt a
19 global mediation of this matter and the Allencaster Action. They also agreed to and did
20 informally exchange information to permit both sides to evaluate Plaintiff’s allegations. Through
21 this informal discovery, Defendants provided Plaintiff with information including, inter alia,
22 Plaintiff’s personnel file, the number of potential Aggrieved Employees, the number of aggregate
23 pay periods, pay stubs and time records for a sampling of the Aggrieved Employees, and relevant
24 policy documents regarding Defendants’ time keeping and reporting policies and meal and rest
25 break policies, among other pertinent materials.

26 7. In September 2024, the Parties mediated the cases with Brandon McKelvey, Esq.,
27 a respected professional neutral with extensive class action/wage and hour experience. Before and
28 during the mediation, Plaintiff and his counsel analyzed, researched, and investigated the

1 potential issues, including matters related to the calculation of damages, trial, and appellate issues
2 and risks. During mediation, the Parties vigorously debated the likelihood of Plaintiff's ability to
3 proceed on a representative basis as to the PAGA claims, the legal grounds for Plaintiff's claims
4 and Defendants' defenses, and the Parties' data analyses and conclusions based on data provided
5 by Defendants. After a contentious day of negotiations, the Parties reached agreement and
6 subsequently formalized their tentative settlement in the Settlement Agreement now before the
7 Court for approval.

8 **SUMMARY OF SETTLEMENT TERMS**

9 8. Under the settlement, Manpower will pay a non-reversionary settlement amount of
10 \$80,000 (the "Gross Settlement Amount" or "GSA"). The GSA is inclusive of payments to the
11 LWDA and Aggrieved Employees, costs of settlement administration (estimated at no more than
12 \$2,500), reasonable attorney's fees and costs, and a service award for Plaintiff (Plaintiff's counsel
13 is requesting 1/3 of the GSA (\$26,666.66) in fees and costs of \$8,073.62 and Plaintiff requests a
14 reasonable service award of \$10,000). After payment of settlement administration costs,
15 Plaintiff's service award, and reasonable attorney's fees and costs from the GSA, Plaintiff
16 presently estimates about \$32,759.72 will remain (the "Net Settlement Amount" or "NSA").
17 Seventy-five percent of the NSA (about \$24,569.79) will go to the LWDA, and the remaining
18 25% (about \$8,189.93) will be distributed to the estimated 56 Aggrieved Employees in proportion
19 to the total number of Pay Periods each individual worked during the PAGA Period. I estimate
20 the average award at about \$146 per individual.

21 9. The Parties propose using Phoenix Settlement Administrators as the Settlement
22 Administrator. Phoenix has extensive experience administering PAGA settlements, and has
23 agreed to cap its fees at \$2,500.00. Manpower will fund the GSA within 14 days of approval, and
24 within 14 days of funding Phoenix will mail a Notice and settlement check to all Aggrieved
25 Employees via regular First-Class U.S. Mail, using the most current, known mailing addresses
26 identified in Adecco's records. Aggrieved Employees need not submit claim forms and will
27 automatically receive a Notice and settlement check. Settlement checks will be negotiable for 180
28 days, after which time any unclaimed residual funds will be forwarded to the California State

1 Controller's Unclaimed Property Fund.

2 10. The California Supreme Court has explained that a judgment in "a representative
3 action brought by an aggrieved employee under the Labor Code Private Attorneys General Act of
4 2004 ... is binding not only on the named employee plaintiff but also on government agencies and
5 any aggrieved employee not a party to the proceeding." Arias v. Superior Court (2009) 46 Cal.4th
6 969, 985-86. Accordingly, the release in the Settlement Agreement narrowly releases only civil
7 penalty claims brought under PAGA. Under Arias, the order the Parties request the Court enter is
8 intended to be "binding not only on the named employee plaintiff but also on government
9 agencies and any aggrieved employee not a party to the proceeding." The Settlement Agreement
10 protects the rights of the Aggrieved Employees to bring their own individual claims should they
11 wish. For these reasons, the Parties contend the release narrowly applies only to the PAGA claims
12 alleged, and the Settlement Agreement specifically provides the Release is inapplicable to any
13 claims other than those brought under PAGA.

14 **THE SETTLEMENT IS FAIR, ADEQUATE AND REASONABLE, FURTHERS THE**
15 **PURPOSES UNDERLYING PAGA, AND WARRANTS APPROVAL**

16 11. Plaintiff first contends Defendants failed to pay all wages due because it rounded
17 employee time punches off to the nearest tenth of an hour, which resulted in the Aggrieved
18 Employees losing a few minutes of compensable hours worked on many shifts despite the fact
19 that time punches were recorded to the nearest minute. Per Plaintiff, this policy violated
20 California law and Plaintiff contends his analysis of the time records suggests he and the
21 Aggrieved Employees systematically lost hours worked due to rounding and a corresponding
22 failure to be paid for this time.

23 12. Plaintiff also alleges that he and the aggrieved employees did not receive
24 compliant meal periods. Here, he alleges multiple "de facto" violations where employee meal
25 periods either were not provided at all (particularly with respect to second meal periods on shifts
26 of 10+ or 12+ hours), were untimely, or were cut short. Per Plaintiff, his review of the relevant
27 time records suggest regular de facto violations for reasons identified, and his review of the
28 corresponding pay records likewise suggest Defendants did not pay the required one hour of

premium pay for these documented violations. For the same reasons, Plaintiff alleges “de facto” rest break violations and that he and the Aggrieved Employees did not receive all required rest breaks (again with respect to third breaks on shifts of 10+ hours), and likewise did not receive the required premium pay when a rest break was missed or non-compliant.

13. On the expense reimbursement claim, Plaintiff alleges Defendants’ management and supervisors regularly called or texted Plaintiff and other employees on their cell phones to communicate with them on work-related issues, and that no reimbursement was paid.

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

15. For mediation, Manpower indicated it employed approximately 56 non-exempt employees in California and staffed at Honeywell during the relevant time frame, and these individuals worked approximately 2,660 pay periods during that time. Based on the data provided by Defendants, Plaintiff estimated Defendants’ maximum PAGA exposure at approximately \$1,332,500 assuming a 100% violation rate on all claims, including approximately \$266,600 on the unpaid wage/time rounding claims, about \$266,000 on the meal period claims, \$266,000 on the rest period claims, \$266,000 on the expense reimbursement claims, \$266,000 on the wage statement claims, and about \$2,500 in civil penalties for failing to timely pay wages on separation of employment.

16. We calculated these amounts as follows:

Unpaid Wages/Rounding

2,660 pay periods * 100% violation rate * \$100/violation = \$266,000

Meal Break Violations

2,660 pay periods * 100% violation rate * \$100/violation = \$266,000

Rest Break Violations

2,660 pay periods * 100% violation rate * \$100/violation = \$266,000

Expense Reimbursement

2,660 pay periods * 100% violation rate * \$100/violation = \$266,000

1 **Wage Statement Violations**

2 2,660 pay periods * 100% violation rate * \$100/violation = \$266,000

3 **Untimely Final Wages**

4 25 former employees * \$100/violation = \$2,500

5 17. In response to Plaintiff's unpaid wage/rounding claim, Manpower argued that it
6 never had any rounding policy during the relevant period, and, alternatively, any rounding was
7 done by Plaintiff and Aggrieved Employees when they reported their time worked and is entirely
8 neutral in effect and did not deprive Aggrieved Employees of compensable hours worked over
9 time and, accordingly, does not violate California law. See's Candy Shops, Inc. v. Super. Ct.
10 (2012) 210 Cal. App. 4th 889, 901. Beyond that, Manpower argued its timekeeping and payroll
11 policies fully comply with California and that it paid Plaintiff and the Aggrieved Employees for
12 all hours worked the correct rates of pay.

13 18. On the meal break claims, Manpower offered multiple defenses. First, it
14 emphasized the applicable written policies were fully compliant, that it authorized and permitted
15 all necessary breaks, and that employees received timely and full uninterrupted lunch periods as
16 reflected in Manpower's time records. Manpower further argued that even to the extent meal or
17 rest breaks were missed or arguably non-compliant, it was in violation of company policy and
18 aberrational, and would require significant individual inquiries to determine the reasons
19 underlying any such alleged violations and whether it was by employee choice or some other
20 reason. Thus, per Manpower, any trial on this issue would be unmanageable because of these
21 individualized issues.

22 19. As with meal breaks, Manpower argued the applicable rest break policies
23 complied with California law, and that it authorized and permitted employees to take all required
24 rest breaks. Further, per Defendants, in light of the fact that it is not required to maintain a record
25 of rest periods, any evidence of failure to authorize rest periods and/or discouragement from
26 taking rest periods would be purely anecdotal and individual issues would predominate on
27 liability. This arguably would once again make a trial unmanageable since the number of
28 instances an employee missed a rest break would have to be tested on a case by case basis to

1 determine compliance.

2 20. On the expense reimbursement claim, Defendants argued there would be no
3 conceivable need for employees to use their own phones while working or for any work-related
4 purposes, and if they did so it was purely for personal convenience rather than business necessity.
5 Thus, per Defendants, no reimbursement was owed as any such expenses were neither
6 “reasonable” nor “necessary” as required under Labor Code § 2802.

7 21. Plaintiff also alleged derivative violations of Labor Code § 226 (wage statement
8 violations) and §§ 201-203 (waiting time penalties). Both claims, since they are entirely
9 derivative, will rise or fall along with the primary claims, in addition to being subject to “good
10 faith” and other defenses available to Defendants. Accordingly, Plaintiff had to discount the value
11 of these claims significantly in light of these multiple potential defenses. Defendants also
12 contended a substantial discount should be applied to the civil penalties for these derivative (i.e.,
13 “stacked”) violations, as it would be unfair to penalize Defendants multiple times for the same
14 violation.

15 22. Defendants also emphasized PAGA gives the Court wide latitude to reduce the
16 amount of civil penalties “based on the facts and circumstances of a particular case” if “to do
17 otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.”
18 Labor Code § 2699(h). Several state and federal courts in California have applied significant
19 reductions to PAGA civil penalties even after plaintiffs prevailed on the merits. I am aware of
20 several state and federal courts in California that have ordered substantial reductions in the
21 amount of PAGA civil penalties awarded for these reasons.

22 23. Thus, Manpower raised various and multi-layered defenses to each of Plaintiff’s
23 claims, anyone of which, if successful, could have derailed Plaintiff’s case. And Manpower
24 vowed to raise all these defenses at trial. Accordingly, Plaintiff faced risky issues going forward
25 with litigation, and it could have taken years to realize any recovery in this action along with the
26 possibility of post-trial appeals. In addition to its merits defenses and arguing trial would be
27 unmanageable, Manpower also intended to raise additional defenses on damages, including the
28 proper measure of civil penalties and the appropriate discount to place on any assessment of such

1 penalties.

2 24. Although Plaintiff and I believe they could have prevailed, there was no such
3 guarantee. When the risks of overcoming a manageability defense, prevailing at trial on the merits
4 on all claims, securing the maximum theoretical civil penalties, and appellate risks all are factored
5 into the equation, the settlement value is reasonable and supported. Of course, to recover
6 anywhere near the maximum penalties Plaintiff would have to shoot the moon and win both
7 liability and maximum penalties on all claims for every single pay period at issue, which
8 outcome, for the reasons discussed, is unlikely. Given Defendants' various procedural and merits
9 defenses, as well as the substantial penalty reductions ordered in the cases above – which
10 occurred after trial – the proposed settlement is reasonable.

11 **SUBMISSION TO THE LWDA**

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

16 **PLAINTIFF'S SERVICE AWARD**

17 26. Plaintiff devoted time and resources to the litigation, provided documents, and
18 assisted my office with investigating the claims asserted and in preparing for the mediation.
19 Defendants will not oppose a request for an enhancement award to Plaintiff of not more than
20 \$10,000.00 each in recognition of his time spent on this matter, the risks he undertook on behalf
21 of the State and Aggrieved Employees, the benefit conferred to them, and for giving a full general
22 release, as addressed in his declaration filed herewith.

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

24 27. Under the terms of the Settlement Agreement, I respectfully request an award of
25 attorney's fees to my office equal to 1/3 of the total settlement amount, or \$26,666.66. A one-
26 third common fund attorney fee award is consistent with what courts have awarded Plaintiff's
27 counsel in other representative actions. Awarding attorney's fees of one-third of a gross
28 settlement amount is favored by California courts when a fund established for the common

benefit of others is involved, such as here.

28. There are several additional factors why I believe that the Court should award one-third of the common fund as a reasonable attorney's fee. First, our efforts resulted in a common fund settlement amount of \$80,000.00, which for the reasons explained, is fair and reasonable in light of the risks/defenses Defendants raised in litigation and threatened to raise at trial and in post-trial appeals. Further, this is a significant sum that furthers the purposes underlying PAGA such as augmenting the state's enforcement capabilities, encouraging compliance with Labor Code provisions, and deterring future non-compliance. Moreover, this result was achieved by the work and success of this office, who negotiated the settlement after extensive preparation, informal discovery, and an adversarial mediation.

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

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

31. 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.

32. 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.

33. 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

1 class action and PAGA representative cases, from initial filing of the complaint through final
2 resolution.

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

5 a. *Party City Wage and Hour Cases*, JCCP4781 (class counsel for certified class of
6 non-exempt hourly employees who worked for Defendants in California)

7 b. *Lewis v. Express Messenger Systems*, Los Angeles Superior Court Case No.
8 BC501521 (class counsel for certified class of last-mile delivery drivers who were
9 alleged to be misclassified as independent contractors)

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

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

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

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

22 f. *Vorise v. 24 Hour Fitness USA, Inc.*, Contra Costa County Super. Ct., Case No. C
23 15-02051 (\$11 million global PAGA settlement on behalf of over 36,000 employees
24 for Labor Code violations.)

25 g. *Gross v. Sodexo*, Kern County Super Ct., Case No. BCV-18-101746 Capstone
26 (\$4.75 million class and PAGA settlement on behalf of class of non-hourly employees
27 for Labor Code violations.)

28 h. *Campbell v. AEG* (\$1.8M class and PAGA settlement on behalf of group of hourly

employees who worked at concert venues in California for alleged Labor Code violations)

- i. *Fiebelkorn v. AEG*, et al. Los Angeles Superior Court Case No. BC717337 (\$1.75M class settlement on behalf of group of hourly employees who worked at Oakland Coliseum for alleged Labor Code violations)
- j. *Amaro v. Anaheim Arena Management*, Orange County Superior Court Case No. 30-2017-00917542 (\$2,212,500 class and PAGA settlement on behalf of group of hourly employees who worked at Honda center in Anaheim California for alleged Labor Code violations)
- k. *Espindola v. Panda Express*, San Bernardino Superior Court Case No. CIVDS1931455 (\$3.125M class and PAGA settlement on behalf of hourly employees statewide for alleged Labor Code violations)
- l. *Gold v. Benihana*, San Diego Court Superior Court Case No. 37-2016-00022320-CU-OE-NC (\$2.25M class and PAGA settlement on behalf of hourly employees statewide for alleged Labor Code violations)
- m. *Party City Wage and Hour Cases*, JCCP4781 (\$6.5M class and PAGA settlement on behalf of hourly employees statewide for alleged Labor Code violations)
- n. *Lewis v. Express Messenger Systems*, Los Angeles County Super Court Case No. BC501521 (\$10.5M class and PAGA settlement on behalf of a statewide group of independent contractor last-mile delivery drivers alleged to be misclassified)
- 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).

36. 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)

37. 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

38. Branden Hamilton obtained her undergraduate degree from UCLA in 2004, and her law degree from George Washington University in 2007. She has been affiliated with my

1 firm since 2017 and became Of Counsel with Crosner Legal in 2019, and her practice focuses
2 almost exclusively on wage and hour class and representative actions. She has spent her entire
3 career representing plaintiffs in employment litigation, including several years as an associate at
4 well-known plaintiff's firm Carlin & Buchsbaum.

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

10 40. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class
11 action settlements while serving as lead class counsel in recent years, including but not limited to
12 a \$1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America,*
13 *Inc.*, Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a \$4.1 million wage and hour class action
14 settlement in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252
15 (Sacramento Cty. Super Ct.)); a \$1.35 million wage and hour class action settlement in 2017
16 (*Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)), a
17 \$1.8 million wage and hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises, Inc.*
18 *dba American Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a \$1.3 million wage and
19 hour class action settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-2160
20 JGB (C.D. Cal.)), a \$1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v.*
21 *Wyndham Vacation Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.)), a
22 \$1.15 million wage and hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*,
23 Case No. 4:18-CV-04864-YGR (N.D.Cal.)); a \$7.25 million wage and hour class action
24 settlement in 2020 in *Avina, et al. v. First Alarm Security & Patrol, Inc.*, Case No. 18CV323753
25 (Santa Clara Cty. Super Ct.); a \$2.2 million wage and hour class action settlement in 2021
26 (*Ghorchian, et al. v. West Hills Hospital, et al.*, Case No. LS029737 (Los Angeles Cty. Super.
27 Ct.)); a \$2.85 million dollar wage and hour settlement in 2021 (*Valencia v. The Original*
28 *Mowbray's Tree Service, Inc.*, Case No. CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a \$1

1 million wage and hour class action settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No.
2 21CV382467 (Santa Clara Cty. Super. Ct.)), a \$1.4 million wage and hour class action settlement
3 in 2023 in *Correa, et al. v. FedEx Supply Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino
4 Cty. Super. Ct.), a \$2.38 million wage and hour class action settlement in 2023 in *Michel, et al. v.*
5 *Valley Thrift Store, Inc.*, Case No. 21STCV00925 (Los Angeles Cty. Super. Ct.); a \$2.5 million
6 wage and hour class action settlement in 2023 in *Jajuga v. Pilot Travel Centers*, Case No.
7 CIVDS1931464 (San Bernardino Cty. Super. Ct.); \$1.015 million wage and hour class action
8 settlement in 2023 in *Gotishan v. Kyo Autism Therapy*, Case No. CGC-21-596378 (San Francisco
9 Cty. Super. Ct); and a \$1.15 million wage and hour PAGA settlement in 2023 in *Vaughn v.*
10 *Public Health Foundation Enters., Inc.*, Case No. 21STCV18512 (Los Angeles Cty. Super. Ct.); a
11 \$1.5 million wage and hour class action settlement in *McKinnie v. Iron Mountain*, Case No.
12 21STCV05707 (Los Angeles Cty. Super. Court); a \$1.3 million wage and hour class action
13 settlement in *Ellsworth, et al. v. Hallcon*, Case No. 20STCV06618 (Los Angeles Cty. Super.
14 Court); a \$1.925 million wage and hour class settlement in 224 in *Lo v. Cyberpower, Inc.*, Case
15 No. 21STCV31479 (Los Angeles Cty. Super. Ct); and a \$1.19 million dollar wage and hour class
16 action settlement in 2024 in *Herrera v. Signature Flight Support LLC*, Case No. 22STCV18367
17 (Los Angeles Cty. Super. Ct.).

18 41. Based upon the qualifications and experience set forth above, the following hourly
19 rates are reasonable for attorneys practicing in this area of the law in California: Brandon
20 Brouillette \$750/hour, Kiara Bramasco \$650/hour, and Branden Hamilton \$600/hour.

21 42. Plaintiff requests the Court apply the above hourly billing rates in this case, as
22 these rates are reasonable in the California legal market for attorneys handling wage and hour
23 class actions. I have personal knowledge of the hourly rates charged by a number of plaintiff-side
24 wage and hour class action firms in the Bay Area, Los Angeles and San Diego markets, for
25 partner-level attorneys with experience comparable to mine and to that of my colleagues. These
26 rates have range from \$650 to \$850 per hour for calendar years 2017-2021. Some examples
27 include attorney Matthew Matern of Matern Law Group in Los Angeles, with approximately 26
28 years of experience \$850/hour (2018); Craig Ackermann of Ackermann & Tilajef, PC with

1 approximately 25 years of experience \$850/hour (2021), Michael Malk of Malk APC in Los
2 Angeles, with approximately 16 years of experience \$650/hour (2018), Michael Singer and Isam
3 Khoury of Cohelan Khoury & Singer in San Diego, 35 years and 45 years of experience
4 respectively, both \$825/hour (2018), Jason Ehrlich of McCormack & Ehrlich LLP in San
5 Francisco, with approximately 17 years of experience \$750/hour (2017), and James Kawahito of
6 Kawahito Law Group in Los Angeles, with approximately 16 years of experience \$750/hour
7 (2020).

8 43. The requested rates also comport with the adjusted Laffey Matrix, which provides
9 that reasonable hourly rates for attorneys with 10+ years of experience, such as myself is over
10 \$800. The adjusted Laffey Matrix may be found at <http://www.laffeymatrix.com/see.html>.
11 Similarly, the December 8, 2008 article, "Billable Hours Aren't the Only Game in Town
12 Anymore," NATIONAL LAW JOURNAL, which set forth the following hourly billing rates as
13 reported by Sheppard, Mullin, Richter & Hampton, a leading firm in the defense of wage-and-
14 hour class actions that I have opposed when litigating wage-and-hour class actions: Partners:
15 \$475-\$795; Associates: 1st Year - \$275, 2nd Year - \$310, 3rd Year - \$335, 4th Year - \$365, 5th
16 Year - \$390, 6th Year - \$415, 7th Year - \$435, 8th Year - \$455.³⁶

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

26 45. Fifth, the request for attorney's fees in the amount of one-third of the common
27 fund falls well within the norms accepted by state and federal courts in California in comparable
28 wage and hour actions actually handled by this office. Moreover, the award of a one-third fee

recovery under the common fund doctrine was recently approved by the California Supreme Court in Laffitte v. Robert Half Int'l, Inc. (2016) 1 Cal.5th 480. For all of the above reasons, a common fund fee award here in the amount of one-third of the \$80,000 common fund, or \$26,666.66, is fair and reasonable.

46. I have reviewed the work performed on the case and the billing inputted, and the hours worked on this case total 47.6 attorney and paralegal hours. Accordingly, my firm's lodestar totals approximately \$34,315.00 exclusive of time for attending the hearing on the approval motion and time to be incurred thereafter to implement and administer the settlement. The aggregated lodestar is summarized in Exhibit 5 hereto. On a lodestar basis, the requested fees are actually less than the unadorned lodestar, and accordingly there is no request to apply a lodestar modifier.

47. As noted, Crosner Legal has represented Plaintiff for two plus years with respect to this matter and has expended a significant amount of time and resources in that representation. The firm agreed to litigate this case on a purely contingent basis and in so doing assumed considerable risk of non-payment for its fees and costs, as discussed above, and as is the case with these matters in general. Under all relevant factors (as outlined herein and in the accompanying memorandum), I respectfully request the Court award the requested fees of \$26,666.66 based on the common fund theory with a corresponding lodestar cross-check and no lodestar enhancement.

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

49. Crosner Legal's costs are \$8,073.62, including court filing/service of process fees, mediation fees, and postage. Notably, the requested costs do not include any and all printing and research charges. The requested costs are reasonable and uncontested and should be approved and a true and correct itemization of the costs and expenses incurred is set forth below:

Expense Category	Amount
Court Filing Fees/Service of Process/Attorney Service	\$2,836.76

1	Mediation Fees	\$5,000.00
2	PAGA Filing Fee	\$75.00
3	Postage	\$161.80
4	Total Costs and Expenses	\$8,073.62

5
6 50. For the foregoing reasons, it is respectfully requested that the Court approve the
7 settlement.

8 I declare under penalty of perjury under the laws of the State of California that the
9 foregoing is true and correct. Executed on June 17, 2025, at Los Angeles, California.

10
11 

12 _____
13 Declarant
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EXHIBIT

1

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Attorneys for Defendants
MANPOWER US INC. and MANPOWERGROUP US
INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

CHARLES KEOPIMPHA, on behalf of the
State of California, and others similarly situated
and aggrieved,

Plaintiff,

v.

MANPOWER US INC., a Delaware
Corporation; MANPOWERGROUP US Inc., a
Wisconsin Corporation; HONEYWELL
INTERNATIONAL, INC., a Delaware
Corporation, and DOES 1-100, inclusive,

Defendants.

Case No. 23STCV18670

**PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT AGREEMENT
AND RELEASE**

ASSIGNED FOR ALL PURPOSES TO
JUDGE MICHAEL SHULTZ, DEPT. 40

Trial Date: N/A
Complaint Filed: August 7, 2023

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff CHARLES KEOPIMPHA (“Plaintiff”) and defendants MANPOWER US INC. and MANPOWERGROUP US INC. (“Manpower”) and HONEYWELL INTERNATIONAL, INC. (“Honeywell”) (with Manpower, “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1 “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendants captioned *CHARLES KEOPIMPHA, on behalf of the State of California, and others similarly situated and aggrieved, v. MANPOWER US INC., a Delaware Corporation; MANPOWERGROUP US Inc., a Wisconsin Corporation; HONEYWELL INTERNATIONAL, INC., a Delaware Corporation, and DOES 1-100, inclusive*, Case No. 23STCV18670, initiated on August 7, 2023 and pending in Superior Court of the State of California, County of Los Angeles.

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 approval of this Settlement.

1.4 “Aggrieved Employee” means a non-exempt, hourly paid person employed by Manpower who was placed to work and performed work for Honeywell in California during the PAGA Period.

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

1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available

2.

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

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sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7 “Allencaster Action” means and refers to putative class action lawsuit filed on August 18, 2022, in the California Superior Court for the County of Los Angeles, styled *Fernando Allencaster v. Honeywell International, Inc.*, Case No. 22STCV26888.

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

1.9 “Defense Counsel” means Allison S. Wallin and Alexandria Rafizadeh of Littler Mendelson, P.C., on behalf of Manpower, and Natalie Alameddine, Travis Jang-Busby, and Nicole Wentworth of Blank Rome LLP, on behalf of Honeywell.

1.10 “Effective Date” means the later of the following events: five (5) calendar days after the period for filing any appeal, writ, or other appellate proceeding opposing Approval and judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed, *i.e.*, 65 days from the date the court grants final approval and enters judgment, and a notice of entry of judgment has been filed; or, if any appeal, writ, or other appellate proceeding opposing Approval has been filed within that timeframe; five business days after any appeal, writ, or other appellate proceedings opposing the Settlement has finally and conclusively dismissed with no right to pursue further remedies or relief.

1.11 “Gross Settlement Amount” means \$80,000 which is the total amount Manpower agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.

1.12 “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 the Aggrieved Employee worked during the PAGA Period.

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

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

1.15 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.16 “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, PAGA Representative Service Award Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.17 “PAGA Counsel” means Zachary M. Crosner, Jamie Serb, and Brandon Brouillette of Crosner Legal, PC, the attorneys representing the Plaintiff in the Action.

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

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

1.20 “PAGA Period” means the period from March 15, 2022 to November 30, 2024.

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

1.22 “PAGA Notice” means Plaintiff’s March 15, 2023 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.23 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$6,708.33) and the 75% to LWDA (\$20125.00) in settlement of PAGA claims.

1.24 “Plaintiff” means Charles Keopimpha, the named plaintiff in the Action.

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

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

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1.27 “Released Parties” means: Defendants and each of their subsidiaries, affiliates, former and present directors, officers, shareholders, owners, members], attorneys, insurers, predecessors, successors, assigns, agents, reinsurers, and any individual or entity which could be jointly liable with Defendants.

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

1.29 “Manpower” means collectively named Defendants Manpower US Inc. and ManpowerGroup US Inc.

1.30 “Honeywell” means named Defendant Honeywell International, Inc.

1.31 “Defendants” means collectively Manpower and Honeywell.

2. RECITALS.

2.1 On August 7, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for civil penalties on behalf of the LWDA and all other allegedly “aggrieved employees” under the PAGA for (1) Unpaid Minimum and Overtime Wages, (2) Meal Period Violations, (3) Rest Period Violations, (4) Inaccurate Wage Statements, (5) Unlawful Deductions, (6) Failure to Produce Employment Records, (7) Inaccurate Records, (8) Unreimbursed Business Expenses, (8) Sick Leave Violations, (9) Failure To Provide Supplemental Paid Sick Leave, (10) Seating Violations, (11) Failure to Pay Vested Vacation/Paid Time Off, (12) Failure to Timely Pay All Wages Upon Separation of Employment, (13) Unlawful Agreements-Unlawful Criminal History Inquiries, and (14) Failure to Provide a Safe and Healthful Workplace. The Complaint is the operative complaint in the Action (the “Operative Complaint.”). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subd.(a), on March 15, 2023, Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3 On September 11, 2024, the Parties participated in an all-day mediation presided over by Brandon McKelvey, Esq., the scope of which involved both this Action and the *Allencaster* Action, which led to this Agreement to settle the Action.

2.4 Prior to mediation, Plaintiff obtained, through informal discovery, Plaintiff's personnel file and wage statements, employee handbooks, the total number of allegedly Aggrieved Employees at issue, and a sampling of the time and payroll records for the Aggrieved Employees.

2.5 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement. PAGA Counsel and Defense Counsel understand that the *Allencaster* Action, and the class action settlement in the *Allencaster* Action, allege no claims against Manpower and do not include a release of PAGA claims against Manpower on behalf of the Aggrieved Employees.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Manpower promises to pay \$80,000.00 and no more as the Gross Settlement Amount. Manpower has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Manpower.

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

3.2.1. To Plaintiff: A PAGA Representative Service Award Payment of not more than \$10,000.00. 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 approval of the settlement, Plaintiff will seek Court approval of the PAGA Representative Service Award. If the Court approves a PAGA Representative Service Award less than the amount requested, the Administrator

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1 will retain the remainder in the Net Settlement Amount. The Administrator will
2 pay the Class Representative Service Payment using IRS Form 1099. Plaintiff
3 assume full responsibility and liability for employee taxes owed on the PAGA
4 Representative Service Award payment.

5 3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than
6 33.3% which is currently estimated to be \$26,666.67 and PAGA Counsel
7 Litigation Expenses Payment of not more than \$14,000.00. Defendants will not
8 oppose requests for Court approval of these payments provided that they do not
9 exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or
10 motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses
11 Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA
12 Counsel Litigation Expenses Payment less than the amounts requested, the
13 Administrator will allocate the remainder to the Net Settlement Amount. Released
14 Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel
15 arising from any claim to any portion any PAGA Counsel Fee Payment and/or
16 PAGA Counsel Litigation Expenses Payment. The Administrator will pay the
17 PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or
18 more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for
19 taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel
20 Litigation Expenses Payment and holds Defendants harmless, and indemnifies
21 Defendants, from any dispute or controversy regarding any division or sharing of
22 any of these Payments.

23 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
24 \$2,500.00 except for a showing of good cause and as approved by the Court. To
25 the extent the Administration Expenses are less or the Court approves payment
26 less than \$2,500.00, the Administrator will retain the remainder in the Net
27 Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$26,833.33 to be paid from the Gross Settlement Amount, with 75% (\$20,125.00) allocated to the LWDA PAGA Payment and 25% (\$6,708.33) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$6,708.33) 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.

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records through July 28, 2024, Defendants estimate there are approximately 56 Aggrieved Employees who worked an approximate total of 2,660 PAGA Pay Periods through July 28, 2024.

4.2 Aggrieved Employee Data. Within 15 days, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to

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1 provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without
 2 any extension of the deadline by which Defendants must send the Aggrieved Employee Data to
 3 the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith,
 4 to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee
 5 Data.

6 4.3 Funding of Gross Settlement Amount. Manpower shall fully fund the Gross
 7 Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the
 8 Effective Date.

9 4.4 Payments from the Gross Settlement Amount. Within 14 days after Manpower
 10 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA
 11 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA
 12 Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment
 13 shall not precede disbursement of Individual PAGA Payments.

14 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and
 15 send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid.
 16 The face of each check shall prominently state the date (not less than 180 days
 17 after the date of mailing) when the check will be voided. The Administrator will
 18 cancel all checks not cashed by the void date. Before mailing any checks, the
 19 Settlement Administrator must update the recipients' mailing addresses using the
 20 National Change of Address Database.

21 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search
 22 for all Aggrieved Employees whose checks are returned undelivered without USPS
 23 forwarding address. Within 7 days of receiving a returned check the Administrator
 24 must re-mail checks to the USPS forwarding address provided or to an address
 25 ascertained through the Aggrieved Employee Address Search. The Administrator
 26 need not take further steps to deliver checks to Aggrieved Employees whose re-
 27 mailed checks are returned as undelivered. The Administrator shall promptly send

a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

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

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

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

5.1 Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). In addition, as to the claims of Plaintiff, the Released Claims further include, without limitation, any and all claims whatsoever regarding Plaintiff's respective employment and/or the termination of employment including, but not limited to, any claims for wages, bonuses, severance pay, vacation pay, penalties, employment benefits, stock options, violation of any personnel policy, any claims based on discrimination, harassment, unlawful retaliation, violation of public policy, or damages of any kind whatsoever, arising out of any common law torts, contracts, express or implied, any covenant of good faith and fair dealing, any theory of wrongful discharge, any theory of negligence, any theory of retaliation, any legal restriction on any Defendant's right to terminate the employment

relationship, or any federal, state, or other governmental statute, executive order, regulation or ordinance, or common law, or any other basis whatsoever, to the fullest extent provided by law.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

Plaintiff shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished to the fullest extent permitted by law the provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law that purports to limit the scope of a general release. Plaintiff, for himself, has read Section 1542 of the Civil Code of the State of California, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5.2 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice and ascertained during the course of the Action, including claims for civil penalties for (1) Unpaid Minimum and Overtime Wages, (2) Meal Period Violations, (3) Rest Period Violations, (4) Inaccurate Wage Statements, (5) Unlawful Deductions, (6) Failure to Produce Employment Records, (7) Inaccurate Records, (8) Unreimbursed Business Expenses, (8) Sick Leave Violations, (9) Failure To Provide Supplemental Paid Sick Leave, (10) Seating Violations, (11) Failure to Pay Vested Vacation/Paid Time Off, (12) Failure to Timely Pay All Wages Upon Separation of Employment, (13) Unlawful Agreements-Unlawful Criminal History Inquiries, and (14) Failure to Provide a Safe and Healthful Workplace, and Labor Code sections 201-203, 210, 216, 218.5, 221-223, 225.5, 226, 226.6, 226.7, 227.3, 233, 234, 245-248.6, 256, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2698, 2699, 2699.3, 2802, 2810.5, 6400-6404, 6406-6407, 6409.6, 6432 and all applicable Wage Orders.

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

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

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

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

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1 motion. PAGA Counsel is responsible for delivering the Court’s Preliminary Approval to the
2 Administrator.

3 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed
4 application or motion for approval of this Settlement and/or the supporting declarations and
5 documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of
6 the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If
7 the Court does not grant the motion for approval of this Settlement or conditions its approval on
8 any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously
9 work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to
10 modify the Agreement and otherwise satisfy the Court’s concerns.

11 **7. SETTLEMENT ADMINISTRATION.**

12 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement
13 Administrators (“Phoenix”) to serve as the Administrator and verified that, as a condition of
14 appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all
15 duties specified in this Agreement in exchange for payment of Administration Expenses. The
16 Parties and their Counsel represent that they have no interest or relationship, financial or
17 otherwise, with the Administrator other than a professional relationship arising out of prior
18 experiences administering settlements.

19 7.2 Employer Identification Number. The Administrator shall have and use its own
20 Employer Identification Number for purposes of calculating payroll tax withholdings and
21 providing reports state and federal tax authorities.

22 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
23 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation
24 section 468B-1.

25 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks
26 to be performed or observed by the Administrator contained in this Agreement or otherwise.

27 **8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE**

28 Based on its records, Defendants estimate that, as of July 28, 2024, (1) there were approximately
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56 Aggrieved Employees who worked approximately 2,660 Pay Periods through July 28, 2024. If the PAGA Pay Periods through November 30, 2024 exceed 2,660 by more than 12% (2980 PAGA Pay Periods), then at the option of Manpower, Manpower shall either increase the Gross Settlement Amount as explained below or elect to move the end dates for the PAGA Period to the latest date where the PAGA Pay Period count does not exceed 2,980. If Manpower elects to extend the PAGA Period to a date wherein the total pay periods is more than 2980 PAGA Pay Periods, then the Gross Settlement Amount will be increased by the additional Pay Periods above 2980 PAGA Pay Periods on a *pro rata basis*.

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

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint 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 representative treatment is

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for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right 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).

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

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and 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.

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

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

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, 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.

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

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

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

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

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

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA 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 Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

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

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

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

To Plaintiff:

Zachary M. Crosner, Esq.
zach@crosnerlegal.com
Jamie Serb, Esq.
jamie@crosnerlegal.com
Brandon Brouillette, Esq.
bbrouillette@crosnerlegal.com
CROSNER LEGAL, PC
9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
Tel: (866) 276-7637
Fax: (310) 510-6429

To Manpower:

Allison S. Wallin, Esq.
awallin@littler.com
Alexandria W. Rafizadeh, Esq.
awitte-rafizadeh@littler.com
LITTLER MENDELSON P.C.
2049 Century Park East
5th Floor
Los Angeles, California 90067.3107
Telephone: 310.553.0308
Fax No.: 800.715.1330

To Honeywell:

Natalie Alameddine, Esq.
natalie.alameddine@blankrome.com
Travis Jang-Busby, Esq.
Travis.jangbusby@blankrome.com
Nicole N. Wentworth, Esq.
nicole.wentworth@blankrome.com
BLANK ROME LLP
2029 Century Park East | 6th Floor
Los Angeles, CA 90067
Telephone: 424.239.3400
Facsimile: 424.239.3434

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

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

05 / 07 / 2025



For Plaintiff CHARLES KEOPIMPHA

Name:

Title:

For MANPOWER US INC. and
MANPOWERGROUP US INC.

DocuSigned by:

Dawn Valdivia

F82508E8FE5844D0...

Name: Dawn Valdivia

Title: Chief Labor and Employment Counsel
For HONEYWELL INTERNATIONAL,
INC.

05/07/2025



Brandon Brouillette, Esq.
Counsel For Plaintiff CHARLES KEOPIMPHA

Allison S. Wallin

Allison S. Wallin, Esq.
Counsel For MANPOWER US INC. and
MANPOWERGROUP US INC.



Natalie Alameddine, Esq.
Counsel For HONEYWELL
INTERNATIONAL, INC.

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05 / 07 / 2025

For Plaintiff CHARLES KEOPIMPHA

Name: ROXANA E COOK
Title: ASSOCIATE GENERAL COUNSEL
For MANPOWER US INC. and
MANPOWERGROUP US INC.

Name:
Title:
For HONEYWELL INTERNATIONAL,
INC.

05/07/2025

Brandon Brouillette, Esq.
Counsel For Plaintiff CHARLES KEOPIMPHA

Allison S. Wallin, Esq.
Counsel For MANPOWER US INC. and
MANPOWERGROUP US INC.

Natalie Alameddine, Esq.
Counsel For HONEYWELL
INTERNATIONAL, INC.

LITTLER MENDELSON
P.C.
Attorneys at Law
2049 Century Park East
5th Floor
Los Angeles, CA
90067.3107
310.563.0308

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PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

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EXHIBIT

2



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

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

March 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 PAGA ONLINE FILING ONLY

Notice to Division of Occupational
Safety and Health Via PAGA Online
Filing
Attn: Division of Occupational Safety
and Health (Cal OSHA)
1515 Clay Street, St. 1901
Oakland, CA 94612

VIA U.S. CERTIFIED MAIL:

C T Corporation System
Agent for Service of Process for:
Manpower US Inc.
28 Liberty Street
New York, NY 10005

Manpower US Inc.
Attn: Human Resources/ Legal Department
100 Manpower Place
Milwaukee, WI 53212

Manpower US 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

CSC - Lawyers Incorporating
Service,
Agent For Service of Process For:
Honeywell International, Inc.
251 Little Falls Drive
Wilmington, DE 19808

Honeywell International, Inc.
Attn: CA Registered Agent
Authorized Employees: Becky
DeGeorge, Koy Saechao, Lai
Saevang, Nicole Stauss, Jenn
Bautista, Trudy Desbiens,
Rebecca Vang, Wendy Harris,
Melissa Dekoven, Carolyn Valle,
Kaci Ransom, Kelli Shortte,
Annette Kuhlman, Brejet
Stephens, Crystal Chapman,
Janette McIntyre, Jerome Suarez,
Samantha Wiltz, and Parid
Kurbini
2710 Gateway Oaks Drive
Sacramento, CA 95833

C T Corporation System
Agent for Service of Process for:
Manpowergroup US Inc.
28 Liberty Street
New York, NY 10005

Honeywell International, Inc.
Attn: Human Resources / Legal
Department
855 S. Mint Street
Charlotte, NC 28202

Manpowergroup US 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

Manpowergroup US Inc.

Attn: Human Resources/ Legal Department
100 Manpower Place
Milwaukee, WI 53212

NOTICE OF PRIVATE ATTORNEYS GENERAL ACT CLAIM

To: California Labor and Workforce Development Agency; Division of Occupational
Safety and Health (Cal OSHA); Manpower US Inc.; Manpowergroup US Inc.;
and Honeywell International, Inc.
Date: March 15, 2023
Subject: *Charles Keopimpha v. Manpower US Inc., et. al.*

Introduction

This office represents COMPLAINANT, Charles Keopimpha (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: Manpower US Inc.; Manpowergroup US Inc.; and Honeywell International, 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 Manpower US Inc. and/or Manpowergroup US 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 Honeywell International, Inc. by Manpower US Inc. and/or Manpowergroup US 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 Honeywell International, 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 Manpower US Inc. and/or Manpowergroup US 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 Honeywell International, Inc. by Manpower US Inc. and/or Manpowergroup US 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 Honeywell International, Inc. in California within one year of the date of this NOTICE.

This NOTICE is being provided via online filing to the California Labor and Workforce Development Agency (“LWDA”), Division of Occupational Safety and Health (“Cal OSHA”) 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 and/or the Secretary of State in which the entity was formed and/or to the address listed on wage statements issued by EMPLOYER.

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, 226.7, 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, 6400-6404 and 6406-6407, 6409.6, 6432, 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

Manpower US Inc. and Manpowergroup US Inc. are staffing agencies that place workers and/or assign workers to work in various industries and with various companies including but not limited to individuals assigned/staffed to work for Honeywell International, Inc.

Honeywell International, Inc. is a company that operates in various industries including but not limited to aerospace, building technologies, performance materials and productivity and safety solutions. Although EMPLOYER may operate successful companies or have a noble mission, EMPLOYER does not comply with California's labor laws.

COMPLAINANT was employed by EMPLOYER as a non-exempt employee. COMPLAINANT was hired by Manpower US Inc. and Manpower US Inc., and was assigned to work at Honeywell International, Inc.'s facility in Torrance, California. COMPLAINANT worked as a disassembler and/or similar job title(s) at the disassembly department at Honeywell International, Inc.'s aerospace facility and/or department located in Torrance, California, from in or around July 2022, through on or around October 11, 2022, when COMPLAINANT went out on leave.

COMPLAINANT regularly worked at least eight (8) to eleven (11) hours per day, at least five (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 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 inquire 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) failed and continues to fail to provide suitable seating; and (15) 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; and (16) failed to provide a safe and healthful place 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.¹

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 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).

¹ See Lab. Code §2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

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, based on information and belief, COMPLAINANT was forced to take late meal periods in order to complete his assigned job duties. Based on information and belief, COMPLAINANT was a times interrupted during his meal periods and/or had his meal periods cut short and/or restricted to EMPLOYER's premises due to the need to continue his assigned job duties.

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.

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, 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.² 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 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.

² 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").

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, based on information and belief, COMPLAINANT was at times unable to take compliant rest periods due to his need to complete his assigned job duties and/or was unable to take a net ten-minute rest period in a suitable rest area and/or had his purported rest periods restricted to EMPLOYER's premises.

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.

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.

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, shift differential pay, and/or other non-discretionary compensation into the regular rate of compensation for purposes of calculating the owed rest period premium.

The aforementioned conduct results in violations of Labor Code sections 226.7, and 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject 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.³

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

It is fundamental that an employer must pay its employees for all time worked. California Labor Code sections 218 and 218.5 provide a right of action for nonpayment of wages. Labor Code section 222 prohibits the withholding of part of a wage. Labor Code section 223 prohibits the pay of less than a statutory or contractual wage scale. Payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful. Labor Code section 224 only permits deductions from wages when the employer is required or empowered to do so by state or federal law or when the deduction is expressly authorized in writing by the employee for specified purposes that do not have the effect of reducing the agreed upon wage. 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

³ 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”).

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.

Based on information and belief, EMPLOYER required NON-EXEMPT AGGRIEVED EMPLOYEES to undergo COVID-19 temperature screenings and/or complete questionnaires prior to beginning their scheduled shift and/or prior to clocking/signing in, thereby, resulting in pre-shift off-the-clock work.

Based on information and belief, EMPLOYER required NON-EXEMPT AGGRIEVED EMPLOYEES to undergo security screenings before and/or after a scheduled shift and/or before or after clocking in/out for work, resulting in pre-shift and/or post-shift off-the-clock work.

Based on information and belief, EMPLOYER required NON-EXEMPT AGGRIEVED EMPLOYEES to be at their assigned workstations at the start of a scheduled shift, thereby forcing NON-EXEMPT AGGRIEVED EMPLOYEES to gather work related equipment and/or safety gear prior to their scheduled shift and/or prior to clocking in/signing in, thereby resulting in pre-shift off-the-clock work.

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 DEFENDANTS. Based on information and belief, this work time was completed off-the-clock and was not compensated.

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 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. For example, EMPLOYER issues wage statements to COMPLAINANT that show that COMPLAINANT's hours were rounded to the nearest tenth of an hour. For example, EMPLOYER's payment history for COMPLAINANT show that for the pay dates including but not limited to 2022-10-19; 2022-10-12; 2022-10-05; 2022-09-28; 2022-09-21; 2022-09-14; 2022-09-07; 2022-08-31; 2022-08-24; 2022-08-17; 2022-08-10; 2022-08-03 show that COMPLAINANT's hours are rounded to the nearest tenth of an hour. 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.⁴

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

⁴ See Lab. Code §1197.1(a) (establishing that the civil penalty is “for each underpaid employee for each pay period for which the employee was underpaid”); All applicable IWC Wage Orders, §20 (establishing that “[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”).

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 failed to incorporate all non-discretionary remuneration, including but not limited to, shift differential pay, bonus pay, multiple base rates of pay and/or other non-discretionary pay into the regular rate of pay used to calculate the owed overtime rate(s), resulting in the miscalculation and underpayment of overtime wages owed to 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, §3(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.⁵

⁵ 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").

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, shift differential pay, commission and/or piece-rate compensation and/or other non-discretionary compensation into the sick leave pay rate calculation.

Based on information and belief, 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 EMPLOYEE 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.⁶

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

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).

Based on information and belief, wage statements issued by EMPLOYER failed to list the inclusive dates of the pay period for which the NON-EXEMPT AGGRIEVED EMPLOYEE or EXEMPT AGGRIEVED EMPLOYEE is being paid.

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

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).

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.⁷

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

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

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.⁸

⁸ 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.

Unlawful Deductions: Labor Code section 221 prohibits an employer from "collect[ing] or receiv[ing] from an employee any part of wages theretofore paid by said employer to said employee." Based on information and belief EMPLOYER made unlawful deductions from NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES paychecks, including but not limited to, from paychecks of employees correctly classified as exempt, during the relevant period, including but not limited to deducting costs of uniforms and/or other business costs and/or deducting wages for purported overpayments from previous pay periods and/or unlawfully deducting wages for negligently damaged property and/or deducting costs advanced by EMPLOYER from NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES' final paychecks. Such a practice is in violation of including but not limited to, Labor Code Sections 221-222 which subjects EMPLOYER to civil penalties under Labor Code Section 2699.

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

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.

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

These violations subject 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.⁹

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

⁹ (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”).

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, the use of NON-EXEMPT AGGRIEVED EMPLOYEES' and/or EXEMPT AGGRIEVED EMPLOYEES' personal mobile phone and data usage for work related purposes to receive and respond to work related messages and/or phone calls.

Moreover, NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES were required to purchase their own safety equipment but were not reimbursed for such costs. For example, COMPLAINANT was required to purchase steel-toed boots but was not reimbursed for such business expenses.

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

NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to unlawful conditions of employment including but not limited to, unlawful non-solicitation/non-compete agreements, unlawful confidentiality and/or nondisclosure agreements, unlawful releases and/or waivers of rights and/or unlawful criminal and/or financial checks as a condition of obtaining and/or continuing employment in violation of, including but not limited to, 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, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES continue to be subject to various unlawful provisions as a condition of employment.

Failure to Provide a Safe and Healthful Workplace: Pursuant to California Labor Code sections 6400-6404 and 6406-6407, 6409.6, 6432 of the California Occupational Safety and Health Act (“Cal OSHA”), employers must maintain a safe and healthful place of employment.

Specifically, Labor Code section 6400, requires the following:

(a) Every employer shall furnish employment and a place of employment that is safe and healthful for the employees therein...

Labor Code section 6401 provides as follows:

Every employer shall furnish and use safety devices and safeguards, and shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render such employment and place of employment safe and healthful. Every employer shall do every other thing reasonably necessary to protect the life, safety, and health of employees.

Labor Code section 6402 prohibits the following:

No employer shall require, or permit any employee to go or be in any employment or place of employment which is not safe and healthful.

Similarly, Labor Code section 6404 provides as follows:

No employer shall occupy or maintain any place of employment that is not safe and healthful.

In addition to the above, Labor Code section 6403 requires that employees provide safety devices to its employees. Labor Code section 6403 states:

No employer shall fail or neglect to do any of the following:

- (a) To provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe.
- (b) To adopt and use methods and processes reasonably adequate to render the employment and place of employment safe.
- (c) To do every other thing reasonably necessary to protect the life, safety, and health of employees.

Similarly, Labor Code section 6406(d) states the following:

No person shall do any of the following ... (d) Fail or neglect to do every other thing reasonably necessary to protect the life, safety, and health of employees.

Finally, Labor Code section 6407 provides:

Every employer and every employee shall comply with occupational safety and health standards, with Section 25910 of the Health and

Safety Code, and with all rules, regulations, and orders pursuant to this division which are applicable to his own actions and conduct.

Moreover, Labor Code section 6409.6 sets forth the actions an employer (or representative of employer) must take within one business day of receiving notice of potential exposure to COVID-19, including but not limited to employee-notice and reporting requirements.

At all relevant times, EMPLOYER employed COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES subject to Labor Code sections 6400-6404, 6406, and 6407. At all relevant times, EMPLOYER had and has a policy and practice of failing to furnish and use safety devices and safeguards and of failing to adopt and use practices, means, methods, operations, and/or processes which are reasonably adequate to render such employment and place of employment safe and healthful, pursuant to, including but not limited to, Labor Code section 6401. At all relevant times EMPLOYER had and has a policy and practice of requiring or permitting employees to go or be in in any employment or place of employment which is not safe and healthful, pursuant to Labor Code section 6402. At all relevant times, EMPLOYER had and has a policy and practice of failing or neglecting to: provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe; adopt and use methods and processes reasonably adequate to render the employment and place of employment safe; and do every other thing reasonably necessary to protect the life, safety, and health of employees, pursuant to Labor Code section 6403.

COMPLAINANT is informed and believes and thereon alleges that these failures include, without limitation, failing to disinfect time clocks, commonly used areas and/or equipment and/or other surfaces after use by NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES; failing to provide adequate protection equipment (e.g., face masks) to NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES; and failing to provide adequate distance in working conditions between NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES.

At all relevant times, EMPLOYER had a policy and practice of failing to give sufficient, adequate and proper notice to NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES of the COVID-19 exposure within one business day of receiving notice of potential COVID-19 workplace exposure from a qualifying individual as required by Labor Code section 6409.6. COMPLAINANT is informed and believes that numerous employees contracted COVID-19 during the relevant time periods, but that EMPLOYER failed to provide notice to employees. Based on further information and belief, EMPLOYER does not or did not keep adequate records of written notifications required in subdivision (a) for a period of at least three years.

At all relevant times, EMPLOYER had and has a policy and practice of failing within one business day after EMPLOYER or a representative of EMPLOYER received notice of potential exposure to COVID-19 to provide written notice to NON-EXEMPT AGGRIEVED EMPLOYEES and/or

EXEMPT AGGRIEVED EMPLOYEES and/or their exclusive representatives, who were on the premises at the same worksite as a qualifying individual who was within the infectious period that they may have been exposed to COVID-19. Based on further information and belief, EMPLOYER had and has a policy and practice of failing within one business day after EMPLOYER or a representative of EMPLOYER received a notice of potential exposure to COVID-19 to provide NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES who were on the premises at the same worksite as the qualifying individual within the infectious period and the exclusive representative, if any, with information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state or local laws, including but not limited to, workers' compensation, and options for exposed employees, including COVID-19-related leave, company sick leave, state-mandated leave, supplemental sick leave, or negotiated leave provisions, as well as antiretaliation and antidiscrimination protections of the employee. As such, EMPLOYER violated, without limitation, Labor Code sections 6409.6 and 6432.

At all relevant times, EMPLOYER had and has a policy and practice of failing within one business day after EMPLOYER or a representative of EMPLOYER received a notice of potential exposure to COVID-19 to notify NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES who were on the premises at the same worksite as the qualifying individual within the infectious period, and the employers of the subcontracted employees who were on the premises at the same worksite as the qualifying individual within the infectious period and the exclusive representative, if any, of the cleaning and disinfection plan that the employer is implementing per the guidelines of the federal Centers for Disease Control and Prevention and the COVID-19 prevention program per the CAL-OSHA COVID-19 Emergency Temporary Standards. As such, EMPLOYER violated, without limitation, Labor Code sections 6409.6 and 6432.

At all relevant times, EMPLOYER had and has a policy and practice of failing to notify the local public health agency in the jurisdiction of the worksite of the names, number, occupation and worksite of employees who had a laboratory-confirmed case of COVID-19, as defined by the State Department of Public Health; a positive COVID-19 diagnosis from a licensed health care provider; a COVID-19 related order to isolate provided by a public health official; or died due to COVID-19, in the determination of a county public health department or per inclusion in the COVID-19 statistics of a county. As such, EMPLOYER violated, without limitation, Labor Code sections 6409.6 and 6432.

COMPLAINANT is informed and believes , and based thereon alleges that EMPLOYER violated California Code of Regulations, title 8, sections 1527, 3366, 3457, and 8397.4 by failing to provide adequate and readily accessible sanitation facilities; a regular schedule for servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and serviceable condition; an adequate supply of suitable cleansing agents, water, single-use towels or blowers; and a sufficient number of toilets to be used by each of sex of employee.

COMPLAINANT is informed and believes and based thereon alleges that EMPLOYER violated the Labor Code sections described herein, including without limitation, for failure to: furnish and use safety devices and safeguards; give sufficient, adequate and proper notice to employees of COVID-19 exposures, to provide written notice to NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES, who were on the premises at the same worksite as a qualifying individual who was within the infectious period that they may have been exposed to COVID-19 pursuant to California and local laws.

Based on information and belief, EMPLOYER failed to protect NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES from exposure to COVID-19 due to, including but not limited to, failing to maintain/update EMPLOYER's workplace safety plans and/or procedures to properly address hazards related to the COVID-19 virus.

Based on further information and belief, EMPLOYER violated the Labor Code sections above by failing to provide clean and sanitary restroom facilities in violation of Cal. Code Regs. tit. 8 §§ 3364 and 3366. Moreover, based on information and belief, EMPLOYER failed to maintain clean all places of employment in violation of Cal. Code Regs. tit. 8 § 3362.

As such, EMPLOYER failed to comply with the occupational safety and health standards, failed to do everything reasonably necessary to protect the health and safety of employees, failed to maintain a safe and healthful workplace, and failed to provide the safety devices necessary to maintain a safe and healthful workplace.

As a result of EMPLOYER's acts and omissions, EMPLOYER violated Labor Code section 6400-6404, 6406-6407, and 6409.6 as to NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES and is subject to civil penalties.

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. Likewise, COMPLAINANT requests that the Division of Occupational Safety and Health investigate the above allegations and provide notice of the investigation and findings pursuant to PAGA's provisions. Alternatively, COMPLAINANT requests that the agency and division inform COMPLAINANT if they do not intend to investigate these violations so that COMPLAINANT may file a lawsuit with respect to the allegations discussed in this NOTICE.

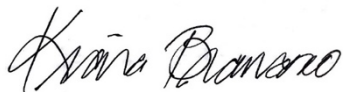
If the LWDA and/or the Division of Occupational Safety and Health elect not to take any action with respect to any of the foregoing claims, COMPLAINANT will seek these penalties in a civil action, on behalf of COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES of EMPLOYER 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: 866.276.7637
Fax: 310.510.6429
Email: kiara@crosnerlegal.com

Thank you for your attention to this matter.

Best Regards,

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

Kiara Bramasco, Esq.
CROSNER LEGAL, PC



Manny Martinez <manny@crosnerlegal.com>

Thank you for submission of your PAGA Case.

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

Wed, Mar 15, 2023 at 4:59 PM

3/15/2023

LWDA Case No. LWDA-CM-942261-23

Law Firm : Crosner Legal, PC

Plaintiff Name : Charles Keopimpha

Employer: Manpower US 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

EXHIBIT

3



Vardui Sarkisian <vardui@crosnerlegal.com>

Thank you for your Court Complaint Submission.

1 message

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

Mon, Aug 21, 2023 at 10:22 AM

08/21/2023 10:22:41 AM

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

4

EXHIBIT

5

Charles Keopimpha vs Honeywell International, Inc.
(Los Angeles County Superior Court Case No. 23STCV26766)

Crosner Legal Time Report

Tasks	Brandon Brouillette	Kiara Bramasco	Branden Hamilton
Pre-filing Case Investigation	1.0	1.7	5.1
Pleadings and Law and Motion	2.0	4.2	.2
Discovery and Post-Filing Investigation	0.0	0.0	0.0
Court Appearances	1.4	0.0	0.0
Case Management; Litigation Strategy & Analysis	6.5	0.0	0.0
Mediation and Settlement	25.5	0.0	0.0
Total Hours	36.4	5.9	5.3
Hourly Rate	\$750	\$650	\$600
Lodestar	\$27,300.00	\$3,835.00	\$3,180.00

Total Hours: 47.6 hours

Total Lodestar: \$34,315.00