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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

EDUARDO GOMEZ FAUSTO and
LLEWELLYN MCCRAY, on behalf of the
State of California, and others similarly
situated and aggrieved,

Plaintiffs,

v.

EAST COAST/WEST COAST LOGISTICS,
LLC, a Delaware Limited Liability Company;
NEED IT NOW DELIVERY, INC., a New
York Corporation; CONSOLIDATED
STAFFING SOLUTIONS, INC., a California
Corporation; WORKFORCE
ENTERPRISES WFE, INC., a California
Corporation; VENUS STAFFING, INC.;
PARTNERS PERSONNEL –
MANAGEMENT SERVICES, LLC; HR
DIRECT SERVICES INC., a California
Corporation; HR DIRECT SERVICES LLC,
a California Limited Liability Company;
THE GHR COMPANY LLC, a California
Limited Liability Company; THE GHR
MANAGEMENT COMPANY INC., a
California Corporation; and DOES 1-100,
inclusive,

Case No.: CIVSB2322813

**DECLARATION OF NIKKI TRENNER
IN SUPPORT OF PLAINTIFFS'
MOTION FOR APPROVAL OF
SETTLEMENT UNDER PRIVATE
ATTORNEY'S GENERAL ACT**

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Defendants.

EAST COAST/WEST COAST LOGISTICS,
LLC, a Delaware Limited Liability Company,

Cross-Complainant,

v.

CONSOLIDATED STAFFING SOLUTIONS,
INC., a California Corporation; WORKFORCE
ENTERPRISES WFE, INC., a California
Corporation; HR DIRECT SERVICES INC;
VENUS STAFFING, INC., PARTNERS
PERSONNEL – MANAGEMENT SERVICES,
LLC and ROES 1 through 50, inclusive,

Cross-Defendants.

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1. I am an attorney duly licensed to practice in California and before this Court, and I am a partner with Crosner Legal PC, counsel of record for Plaintiff Eduardo Gomez Fausto. I make this declaration in support of Plaintiffs' Motion for Approval of PAGA Settlement. If called to testify as to the within facts, I would and could competently do so.

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personnel files, the number of potential Aggrieved Employees, the number of aggregate pay periods, pay stubs and time records for a sampling of about 10% of the Aggrieved Employees, and relevant policies regarding Defendants' time keeping and reporting policies and meal and rest break policies, among other pertinent materials.

6. In November 2024, Plaintiff Fausto and Defendants ECWC, NIN, Consolidated, HRDS, Inc., HRDS, LLC, and PPMS mediated with Steven Rottman, a respected professional neutral with extensive class action/wage and hour experience. Before and during the mediation, Plaintiff Fausto and his counsel analyzed, researched, and investigated the potential issues, including matters related to the calculation of damages, trial, and appellate issues and risks. During mediation, the Parties vigorously debated the likelihood of Plaintiffs' ability to proceed on a representative basis as to the PAGA claims, the legal grounds for Plaintiffs' claims and Defendants' defenses, and the Parties' data analyses and conclusions based on data provided by Defendants. At the conclusion of the mediation session, the Parties were unable to reach a final settlement but agreed to continue their efforts to do so. Thereafter, the remaining Parties also joined in the continuing settlement discussions, which led to this Agreement to settle both actions.

7. In order to fully effectuate the tentative global settlement, Plaintiff Fausto filed an amended complaint on October 16, 2025, adding Plaintiff McCray and his claims to the instant action and adding Venus, HRDS Inc., HRDS LLC, GHR Inc., GHR LLC, and PPMS as defendants.

SUMMARY OF SETTLEMENT TERMS

10. Under the settlement, Defendants will pay a non-reversionary settlement amount of \$1,040,530 (the “Gross Settlement Amount” or “GSA”). The GSA is inclusive of payments to the LWDA and Aggrieved Employees, costs of settlement administration, and reasonable attorney’s fees and costs. After payment of settlement administration costs, Plaintiffs’ service awards, and reasonable attorney’s fees and costs from the MSA, Plaintiffs presently estimate about \$637,962.11 will remain (the “Net Settlement Amount” or “NSA”). Seventy-five percent of the NSA (about \$478,471.58) will go to the LWDA, and the remaining 25% (about \$159,490.53) will be distributed to the Aggrieved Employees in proportion to the total number of Pay Periods each individual worked during the PAGA Period.

1 11. The Parties propose using Atticus Administration, LLC as the Settlement
2 Administrator. Atticus has extensive experience administering PAGA settlements, and has agreed
3 to cap its fees at \$17,000.00. Atticus will mail a Notice and settlement check to all Aggrieved
4 Employees via regular First-Class U.S. Mail, using the most current, known mailing addresses
5 identified in Defendants' records. Aggrieved Employees need not submit claim forms and will
6 automatically receive a Notice and settlement check.

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

17 **IV. THE SETTLEMENT IS FAIR, ADEQUATE AND REASONABLE, FURTHERS**
18 **THE PURPOSES UNDERLYING PAGA, AND WARRANTS APPROVAL**

19 13. Plaintiffs first contend Defendants failed to pay at least the applicable minimum
20 wage for all hours worked and that Defendants required Plaintiffs and the Aggrieved Employees to
21 frequently work off the clock. Namely, Plaintiffs allege employees were required to perform certain
22 duties before clocking in for their shifts and after clocking out from their shifts each shift.
23 Specifically, Plaintiffs maintain they and the Aggrieved Employees were required to travel through
24 the worksite to access the time clock which took, on average, about two minutes each shift.
25 Additionally, Plaintiffs assert they and the Aggrieved Employees were forced to wait in line to
26 access the time clocks at the beginning of their shifts and at the end of their meal periods but were
27 not compensated for this time. Moreover, Plaintiffs argue the Aggrieved Employees responsible for
28 operating forklifts often reported to work about ten minutes early to guarantee they received a

1 properly functioning forklift to ensure they met their production goals for the shift. Plaintiffs also
2 maintain employees were instructed that they were not permitted to clock in more than five minutes
3 before the start of their scheduled shifts resulting in Plaintiffs and the Aggrieved Employees not
4 being paid for this work performed off-the-clock.

5 14. Plaintiffs also contend Defendants failed to maintain proper meal and rest break
6 policies, and further allege that, regardless of any written policies, there are numerous “de facto”
7 violations where Defendants’ own records show missed and non-compliant meal periods. This is
8 especially prevalent as to second meal periods on shifts lasting more than 10 hours. Plaintiffs further
9 allege that during the PAGA period, Defendants failed to provide Plaintiffs and the alleged
10 Aggrieved Employees with compliant rest periods. Plaintiffs allege they frequently were not
11 relieved of duties for rest periods and did not receive a net ten minutes of rest as a result of being
12 required to travel through the worksite to a suitable resting facility.

13 15. Plaintiffs further contend Defendants failed to reimburse Plaintiffs and other
14 allegedly Aggrieved Employees for necessary business expenses incurred in the course of their job
15 duties, including but not limited to, use of their personal cell phones as management regularly called
16 and texted aggrieved employees for work purposes. Additionally, Plaintiffs allege they and other
17 Aggrieved Employees were required to purchase steel toe-boots and replacement safety vests but
18 were not reimbursed for these costs.

19 16. Plaintiffs also allege claims derivative of the foregoing claims, including a derivative
20 wage statement claim based on the failure to pay all wages due, and failure to pay all wages due and
21 owing upon separation of employment under Labor Code §§ 201-203.

22 17. Defendants indicated they employed approximately 6,089 non-exempt employees in
23 California during the relevant time frame, and these individuals worked approximately 50,000 bi-
24 weekly pay periods as of November 1, 2024. Based on the data provided by Defendants, Plaintiffs
25 estimated Defendants’ maximum PAGA exposure at approximately \$25,000,000, including
26 approximately \$5,000,000 on the unpaid wage/off the clock claim, approximately \$2,000,000 on
27 the meal period claim, approximately \$5,000,000 on the rest period claim, approximately
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1 \$5,000,000 on the reimbursement claim, approximately \$5,000,000 on the wage statement claim
2 and approximately \$3,000,000 on the waiting time penalties claim.

3 18. We estimated these amounts as follows:

4 **Unpaid Wages/Off the Clock**

5 50,000 pay periods * 100% violation rate * \$100/violation = \$5,000,000

6 **Meal Period Violations**

7 50,000 pay periods * 40% violation rate * \$100/violation = \$2,000,000

8 **Rest Period Violations**

9 50,000 pay periods * 100% violation rate * \$100/violation = \$5,000,000

10 **Expense Reimbursement Violations**

11 50,000 pay periods * 100% violation rate * \$100/violation = \$5,000,000

12 **Wage Statement Violations**

13 50,000 pay periods * 100% violation rate * \$100/violation = \$5,000,000

14 **Untimely Final Wages**

15 3,000 former employees * 1 violation/employee * \$100/violation = \$3,000,000

16 19. On Plaintiffs' unpaid wage/off the clock claim, Defendants argued their time keeping
17 policies accurately tracked and paid for all hours worked by its employees, and did not deprive
18 Aggrieved Employees of compensable hours worked. Defendants also emphasized that their policies
19 strictly prohibited any "off the clock work," that employees were neither asked nor required to work
20 "off the clock" during a lunch, before clocking out, or after clocking out, and to the extent it
21 happened it was done without management's knowledge or consent. *White v. Starbucks Corp.* (N.D.
22 Cal. 2007) 497 F. Supp. 2d 1080, 1083 (employer must have actual or constructive knowledge of
23 the off the clock work). Defendants further argued proving this claim would require hundreds of
24 individualized inquiries and would be impossible to resolve on a representative basis.

25 20. On the meal break claim, Defendants offered multiple defenses. First, they
26 emphasized they authorized and permitted all necessary breaks, and that employees received full
27 uninterrupted lunch periods. Defendants further argued that even to the extent meal or rest breaks
28 were missed or arguably non-compliant, it was in violation of company policy and aberrational, and

1 would require significant individual inquiries to determine the reasons underlying any such alleged
2 violations and whether it was by employee choice or some other reason. Thus, per Defendants, any
3 trial on this issue would be unmanageable because of these individualized issues. Defendants further
4 emphasized that they paid numerous meal period premiums during the PAGA Period, and likewise
5 argued that many employees waived their rights to a first meal period on shifts of 5-6 hours, and
6 their rights to a second meal period on shifts of 10+ hours. *Bradsbery v Vicar Operating, Inc.* (2025)
7 110 Cal. App. 5th 899 (holding blanket meal waivers are enforceable). For these reasons,
8 Defendants argued the actual number of potentially actionable violations rate would be minimal at
9 best.

10 21. As with meal breaks, Defendants argued the applicable rest break policies complied
11 with California law, and that it authorized and permitted employees to take all required breaks, that
12 such breaks were a net 10 minutes and otherwise fully compliant, and duty-free. Further, per
13 Defendants, in light of the fact that it is not required to maintain a record of rest periods, any
14 evidence of failure to authorize rest periods and/or discouragement from taking rest periods would
15 be purely anecdotal and individual issues would predominate on liability. This arguably would once
16 again make a trial unmanageable since the number of instances an employee missed a rest break
17 would have to be tested on a case by case basis to determine compliance.

18 22. On the business expense reimbursement claim, Defendants argued there was no need
19 for any employee to use their personal phone for business purposes, and to the extent they did so it
20 was for personal convenience rather than business necessity. Moreover, per Defendants, resolving
21 this issue would require a myriad of personalized inquiries regarding whether and what extent use
22 of personal phones was required, and any trial of this issue would be unmanageable.

23 23. Plaintiffs also alleged derivative violations of Labor Code § 226 (wage statement
24 violations) and §§ 201-203 (waiting time penalties). Both claims, since they are entirely derivative,
25 will rise or fall along with the primary claims, in addition to being subject to “good faith” and other
26 defenses available to Defendants. *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal. App. 4th 1157,
27 1203-04 (holding employer did not willfully fail to pay wages under Labor Code § 203 even though
28 the class prevailed on the merits on the underlying claim for failing to pay living wages).

1 Accordingly, Plaintiffs had to discount the value of these claims significantly in light of these
2 multiple potential defenses. Defendants also contended a substantial discount should be applied to
3 the civil penalties for these derivative (i.e., “stacked”) violations, as it would be unfair to penalize
4 Defendants multiple times for the same violation.

5 24. Defendants also emphasized PAGA gives the Court wide latitude to reduce the
6 amount of civil penalties “based on the facts and circumstances of a particular case” if “to do
7 otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” Labor
8 Code § 2699(h). Several state and federal courts in California have applied significant reductions to
9 PAGA civil penalties even after plaintiffs prevailed on the merits. In *Fleming v. Covidien* (C.D.
10 Cal. 2011) 2011 U.S. Dist. LEXIS 154590, *8-9, for instance, the district court reduced the potential
11 penalties by over 82% after a bench trial. More recently, in *Carrington v. Starbucks Corp.* (2018)
12 30 Cal. App. 5th 504, after a bench trial, the trial court awarded penalties of just \$5 per pay period,
13 a 90% reduction, which decision was upheld on appeal. *In re Taco Bell Wage and Hour Actions*
14 (E.D. Cal. Apr. 8, 2016) 2016 U.S. Dist. Lexis 48557 (PAGA penalties denied after trial).

15 25. Thus, Defendants raised various and multi-layered defenses to each of Plaintiffs’
16 claims, anyone of which, if successful, could have derailed Plaintiffs’ case. And Defendants vowed
17 to raise all these defenses at trial. Accordingly, Plaintiffs faced risky issues going forward with
18 litigation, and it could have taken years to realize any recovery in this action along with the
19 possibility of post-trial appeals. In addition to their merits defenses and arguing trial would be
20 unmanageable, Defendants also intended to raise additional defenses on damages, including the
21 proper measure of civil penalties and the appropriate discount to place on any assessment of such
22 penalties.).

23 26. Although Plaintiffs and their counsel believe they could have prevailed, there was no
24 such guarantee. When the risks of overcoming a manageability defense, prevailing at trial on the
25 merits on all claims, securing the maximum theoretical civil penalties, and appellate risks all are
26 factored into the equation, the settlement value is reasonable and supported. Of course, to recover
27 anywhere near the maximum penalties Plaintiffs would have to shoot the moon and win both liability
28 and maximum penalties on all claims for every single pay period at issue, which outcome, for the

1 reasons discussed, is unlikely. Given Defendants' various procedural and merits defenses, as well
2 as the substantial penalty reductions ordered in the cases above – which occurred after trial – the
3 proposed settlement is reasonable.

4 **SUBMISSION TO THE LWDA**

5 27. Plaintiffs timely provided the LWDA with the MOU and this Motion, and notified
6 the LWDA of this approval hearing via the LWDA's online portal.

7 **THE REQUESTED ATTORNEY'S FEES AND COSTS ARE FAIR AND REASONABLE**

8 28. For their efforts and the contingent risk undertaken in obtaining a common fund
9 settlement that benefits the LWDA and Aggrieved Employees, 1/3 of the gross settlement, or
10 \$346,843.33, is allocated to Plaintiffs' counsel for reasonable attorney's fees, plus actual litigation
11 costs which amount to \$18,724.56. These fees and costs are warranted under the law and within the
12 range of fees commonly awarded in similar cases, and counsel will split any fees awarded, with
13 Crosner Legal, PC receiving 85% and Voskanyan Law Firm, PC receiving 15%. The proposed fee
14 split has been approved by all Plaintiffs in writing.

15 29. There are several additional factors why I believe that the Court should award one-
16 third of the common fund as a reasonable attorney's fee. First, our efforts resulted in a common fund
17 settlement amount of \$1,040,530.00, which for the reasons explained, is fair and reasonable in light
18 of the risks/defenses Defendants raised in litigation and threatened to raise at trial and in post-trial
19 appeals. Further, this is a significant sum that furthers the purposes underlying PAGA such as
20 augmenting the state's enforcement capabilities, encouraging compliance with Labor Code
21 provisions, and deterring future non-compliance. Moreover, this result was achieved by the work
22 and success of this office and our co-counsel, who negotiated the settlement after extensive
23 preparation, informal discovery, and an adversarial mediation.

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

1 31. Third, Plaintiffs' counsel collectively are experienced class and representative action
2 litigators, and collectively have achieved numerous approved PAGA settlements. This experience
3 and expertise, combined with the high quality of work performed, resulted in the settlement achieved
4 in this case.

5 32. I graduated from Trinity Law School in 2017 and joined Mara Law Firm, PC
6 (formerly The Turley and Mara Law Firm, APLC) that same year. I later joined Crosner Legal in
7 2020 and am currently employed as a senior associate in the wage and hour department. I have
8 solely handled wage and hour class actions and PAGA lawsuits for six (6) years. I routinely write
9 and oppose motions, draft complaints, appear before the Court at law and motion and settlement
10 hearings, engage in the discovery process, including drafting Belaire-West notices and meet and
11 confer letters.

12 33. I have obtained class certification in the following matters: *Hernandez v. Aviation*
13 *Port Services, LLC*, Kern County Superior Court Case No. BCV-18-100141. I have also assisted
14 in obtaining millions of dollars for employees in the following court-approved class action and/or
15 representative PAGA settlements: *Michael Campbell, et al. v. Symons Emergency Specialities,*
16 *Inc.*, San Bernardino County Superior Court Case No. CIVDS1903158; *Amber Collins v.*
17 *Danbarb, Inc., et al.*, Los Angeles County Superior Court Case No. 20STCV44190; *Michael*
18 *Elridge v. LA Downtown Medical Center, LLC, et al.*, Los Angeles County Superior Court Case
19 No. 20STCV05951; *Anthony Leon, et al. v. Sierra Aluminum Company, et al.*, San Bernardino
20 County Superior Court Case No. CIVDS2010856; *Elaine Moyal v. Cabinets To Go, LLC*, Los
21 Angeles County Superior Court Case No. 20STCV32477; *Genevieve Rangel v. Bassett Direct NC,*
22 *LLC*, Orange County Superior Court Case No. 30-2018-01040101-CU-OE-CXC; *Jacob Buys v.*
23 *Sizewise Rentals, Inc., et al.*, Sacramento County Superior Court Case No. 34-2018-00225848-
24 CU-OE-GDS; *Alejandro Valencia v. VM Tree Service, Inc., et al.*, Riverside County Superior
25 Court Case No. RIC1819395; *Joshua Rael v. Intercontinental Hotels Group Resources, Inc.*, Los
26 Angeles County Superior Court Case No. 19STCV16010; *Angel Cervantez v. Valley Pallet, Inc.*,
27 Sacramento County Superior Court Case No. 34-2018-00234334-CU-OE-GDS; *Tonja Edwards-*
28 *Bloodsaw v. Sandburst Convalescent Group, LTD, et al.*, Los Angeles Superior Court Case No.

1 19STCV15797; *Moriah Holtegaard, et al. v. Howroyd-Wright Employment Agency, Inc. dba*
2 *AppleOne Corporation Services, et al.*, Central District Court of California, Eastern Division,
3 Case No. 5:20-cv-00509 JGB (KKx); *Jade Findley, et al. v. Avenue5 Residential, LLC, et al.*, Los
4 Angeles County Superior Court Case No. 20STCV34633; *Keivan Keyhanzad v. Ryan Cars, LLC*
5 *dba Pomona Kia, et al.*, Riverside County Superior Court Case No. RIC1905276; *Luis Bolanos v.*
6 *FSC Corporation dba Il Pastaio Restaurant, et al.*, Los Angeles County Superior Court Case No.
7 BC722758; *Loretta Cannon v. Pasadena Hospital Association, LTD dba Huntington Hospital,*
8 Los Angeles County Superior Court Case No. 19STCV14554; *Nathan Kapusta v. Cardinale*
9 *Motors SLO, Inc., et al.*, Kern County Superior Court Case No. BCV-20-101593; and *Jesse*
10 *McCauley v. Mullahey Ford, Inc., et al.*, San Luis Obispo County Superior Court Case No.
11 21CV0001.

12 34. Zach Crosner is a 2010 graduate of University San Diego School of Law, and has
13 some 15 years of experience as a practicing attorney, all of which have focused on litigation of
14 employment, labor law, consumer, and class action claims. Following graduation, he immediately
15 began working for a nationally recognized plaintiff's complex litigation firm, CaseyGerry, where
16 he had the fortune of working directly with past presidents of the consumer attorneys and
17 recipients of trial attorneys of the year awards. He also worked for former CAALA and CLAY
18 trial attorney of the year recipient, attorney Conal Doyle, as his sole associate attorney. During
19 his tenure at these firms, he focused on advocating for the rights of consumers and employees in
20 class action litigation, civil rights and employment litigation, catastrophic injuries, insurance bad
21 faith and appellate litigation.

22 35. In 2013, Mr. Crosner founded the law firm of Crosner Legal, P.C. which since its
23 inception has focused almost exclusively on wage and hour class actions and other labor and
24 employment law cases representing plaintiffs. Currently, over ninety percent (90%) of his practice
25 is dedicated exclusively to the prosecution of wage and hour class actions, and Crosner Legal is
26 currently responsible as lead counsel or co-lead counsel for prosecuting well over fifty (50) wage
27 and hour class actions and/or PAGA representative actions in both federal and state courts
28 throughout California.

1 36. Mr. Crosner currently is an executive board member of the Wage and Hour
2 Committee and the Legislative Committee for the California Employment Lawyers Association;
3 a member of the Grassroots Advocacy Team for the National Employment Lawyers Association;
4 Wage and Hour Committee member and Class Action Committee member for the National Trial
5 Lawyers; a member of the American Association for Justice; and member of the Pound Civil
6 Justice Institute. He was selected for 2018-20 by Super Lawyers as a “Southern California Rising
7 Star” for employment and labor law.

8 37. Jamie Serb is a partner with Crosner Legal and head of the firm’s Wage & Hour
9 practice group. She graduated from the University of California, San Diego in 2004 and graduated
10 from California Western School of Law in 2013, and has been a member of the California Bar
11 since 2013. She gained extensive experience in wage and hour litigation, beginning work as a
12 class action attorney in 2015 at the Mara Law Firm, PC (previously Turley & Mara Law Firm,
13 APLC; Turley Law Firm, APLC). She has handled wage and hour class actions and PAGA
14 lawsuits for some 10 years and has assisted in obtaining millions of dollars for employees during
15 her years of practice.

16 38. Branden Hamilton obtained her undergraduate degree from UCLA in 2004, and her
17 law degree from George Washington University in 2007. She has been affiliated with my firm since
18 2017 and became Of Counsel with Crosner Legal in 2019, and her practice focuses almost
19 exclusively on wage and hour class and representative actions. She has spent her entire career
20 representing plaintiffs in employment litigation, including several years as an associate at well-
21 known plaintiff’s firm Carlin & Buchsbaum.

22 39. Kiara Bramasco received her undergraduate degree, magna cum laude, from Loyola
23 Marymount University in Political Science, and then received her JD from Loyola Law School in
24 2018. She then spent several years with well-known plaintiff’s firm Moss Bollinger, first as a law
25 clerk and then as an associate, where her practice focused on employment law, particularly wage
26 and hour class action and PAGA litigation. She joined Crosner Legal in 2021.

27 40. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class
28 action settlements while serving as lead class counsel in recent years, including but not limited to a

1 \$1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America, Inc.*,
2 Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a \$4.1 million wage and hour class action settlement
3 in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252 (Sacramento
4 Cty. Super Ct.)); a \$1.35 million wage and hour class action settlement in 2017 (*Montelone v. Ocean
5 Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)), a \$1.8 million wage and
6 hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises, Inc. dba American
7 Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a \$1.3 million wage and hour class action
8 settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-2160 JGB (C.D. Cal.)), a
9 \$1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v. Wyndham Vacation
10 Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.)), a \$1.15 million wage and
11 hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*, Case No. 4:18-CV-04864-
12 YGR (N.D.Cal.)); a \$7.25 million wage and hour class action settlement in 2020 in *Avina, et al. v.
13 First Alarm Security & Patrol, Inc.*, Case No. 18CV323753 (Santa Clara Cty. Super Ct.); a \$2.2
14 million wage and hour class action settlement in 2021 (*Ghorchian, et al. v. West Hills Hospital, et
15 al.*, Case No. LS029737 (Los Angeles Cty. Super. Ct.)); a \$2.85 million dollar wage and hour
16 settlement in 2021 (*Valencia v. The Original Mowbray's Tree Service, Inc.*, Case No.
17 CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a \$1 million wage and hour class action
18 settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No. 21CV382467 (Santa Clara Cty. Super.
19 Ct.)), a \$1.4 million wage and hour class action settlement in 2023 in *Correa, et al. v. FedEx Supply
20 Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino Cty. Super. Ct.)), a \$2.38 million wage and
21 hour class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*, Case No.
22 21STCV00925 (Los Angeles Cty. Super. Ct.); a \$2.5 million wage and hour class action settlement
23 in 2023 in *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino Cty. Super.
24 Ct.); \$1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo Autism
25 Therapy*, Case No. CGC-21-596378 (San Francisco Cty. Super. Ct); and a \$1.15 million wage and
26 hour PAGA settlement in 2023 in *Vaughn v. Public Health Foundation Enters., Inc.*, Case No.
27 21STCV18512 (Los Angeles Cty. Super. Ct.); a \$1.5 million wage and hour class action settlement
28 in *McKinnie v. Iron Mountain*, Case No. 21STCV05707 (Los Angeles Cty. Super. Court); a \$1.3

1 million wage and hour class action settlement in *Ellsworth, et al. v. Hallcon*, Case No.
2 20STCV06618 (Los Angeles Cty. Super. Court); a \$1.925 million wage and hour class settlement
3 in 224 in *Lo v. Cyberpower, Inc.*, Case No. 21STCV31479 (Los Angeles Cty. Super. Ct); a \$1.19
4 million dollar wage and hour class action settlement in 2024 in *Herrera v. Signature Flight Support*
5 *LLC*, Case No. 22STCV18367 (Los Angeles Cty. Super. Ct.); a \$2.65 million wage and hour class
6 action settlement in 2024 in *Shilevinatz v. Airport Terminal Services*, Case No. CIVSB2229072 (San
7 Bernardino Cty. Super Ct.) and a \$1 million wage and hour class action settlement in 2025 in
8 *Hernandez v YZER, LLC*, Case No. 23CV025345 (Alameda Cty. Superior Ct).

9 41. Based upon the qualifications and experience set forth above, the following hourly
10 rates are reasonable for attorneys practicing in this area of the law in California: Zachary M. Crosner
11 \$900/hour, Jamie K. Serb, \$850/hour, Nikki Trenner \$800/hour, Kiara Bramasco \$650/hour, and
12 Branden Hamilton \$600/hour.

13 42. I request the Court apply the above hourly billing rates in this case, as it reasonable
14 in the California legal market for attorneys handling wage and hour class and PAGA actions. I have
15 personal knowledge of the hourly rates charged by a number of plaintiff-side wage and hour class
16 action firms in major California legal markets for partner-level attorneys with experience
17 comparable to mine. These rates have ranged from \$750 to \$900 per hour for calendar years 2018-
18 2023. Some examples include attorney Ron Makarem of Makarem & Associates in Los Angeles,
19 with 28 years of experience, \$900/hour (2023), Matthew Matern of Matern Law Group in Los
20 Angeles, with approximately 26 years of experience \$850/hour (2018); Craig Ackermann of
21 Ackermann & Tilajef, PC in Los Angeles with approximately 25 years of experience \$850/hour
22 (2021), Michael Singer and Isam Khoury of Cohelan Khoury & Singer in San Diego, 35 years and
23 45 years of experience respectively, both \$825/hour (2018), Zachary Crosner of Crosner Legal PC
24 in Los Angeles, 13 years of experience \$750/hour (2022), and James Kawahito of Kawahito Law
25 Group in Los Angeles, with approximately 16 years of experience \$750/hour (2020).

26 43. The requested rates also comport with the adjusted Laffey Matrix, which provides
27 that reasonable hourly rates for attorneys with 10+ years of experience, such as Mr. Crosner, Ms.
28 Serb, and myself, are over \$800/hour. The adjusted Laffey Matrix may be found at

1 <http://www.laffeymatrix.com/see.html>.

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

11 45. Fifth, the request for attorney's fees in the amount of one-third of the common fund
12 falls well within the norms accepted by state and federal courts in California in comparable wage
13 and hour actions actually handled by this office. Moreover, the award of a one-third fee recovery
14 under the common fund doctrine was recently approved by the California Supreme Court in *Laffitte*
15 *v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480. For all of the above reasons, a common fund fee
16 award here in the amount of one-third of the \$2,537,500 common fund, or \$845,833.33, is fair and
17 reasonable.

18 46. I have reviewed the work performed on the case and the billing inputted, and Crosner
19 Legal's hours worked on this case total 204.2 hours. Accordingly, Crosner Legal's lodestar totals
20 approximately \$161,270.00, exclusive of time for attending the hearing on the approval motion and
21 time to be incurred thereafter to implement and administer the settlement. Crosner Legal's
22 aggregated lodestar is set forth in the time records in Exhibit 6 hereto. When combined with our co-
23 counsel's respective lodestars, the total lodestar for all counsel is \$221,345.00.

24 47. As noted, we have represented Plaintiff Gomez Fausto and the Aggrieved Employees
25 for over two years with respect to this matter and have expended a significant amount of time and
26 resources in that representation.

27 48. Crosner Legal agreed to litigate this case on a purely contingent basis and in so doing
28 assumed considerable risk of non-payment for its fees and costs, as discussed above, and as is the

1 case with these matters in general. Under all relevant factors as outlined herein, in our co-counsel's
2 declarations, and in the accompanying memorandum, I respectfully request the Court award the
3 requested fees of \$346,843.33 based on the common fund theory with a corresponding lodestar
4 cross-check and a 1.567 lodestar modifier.

5 49. I also request reimbursement of Crosner Legal's actual out-of-pocket expenses
6 incurred to prosecute this action, along with our co-counsel's respective costs. These expenses were
7 incidental and necessary to the effective representation of the employees.

8 50. Crosner Legal's costs are \$17,704.53, including court filing/service of process fees,
9 expert witness fees, postage, and mediation fees. The requested costs are reasonable and uncontested
10 and should be approved and a true and correct itemization of the costs and expenses incurred is set
11 forth below:

Expense Category	Amount
Court Filing Fees/Service of Process/Attorney Service	\$2,776.10
Mediation Fees	\$10,000.00
Expert Witness Fees	\$4,485.00
Postage/Delivery	\$368.43
PAGA Filing Fee	\$75.00
Total Costs and Expenses	\$17,704.53

21
22 When combined with our co-counsel's costs, the total amount requested by all counsel is
23 \$18,724.56. I therefore request the Court approve reimbursement of costs of \$18,724.56 to
24 Plaintiffs' counsel.

25 51. Here, Plaintiffs each seek an incentive award of 10,000. These requests are reasonable given
26 the much broader release that Plaintiffs are agreeing to, as well as their efforts in this case and the
27 risks they undertook on behalf of the aggrieved employees and the State. Additionally, by contacting
28 and retaining counsel to pursue these claims, Plaintiffs made this settlement possible for the other

1 employees and the LWDA, while shouldering the risk of being liable for Defendants' litigation
2 costs. Plaintiffs also exposed themselves to unwanted notoriety related to filing a public lawsuit
3 (discoverable even through a simple google search) for the benefit of other employees, placing them
4 at risk of discrimination by future prospective employers. Among taking many other actions
5 assisting in the successful litigation of this case, Plaintiffs provided substantial factual information
6 and documents to counsel, attended numerous meetings with counsel to discuss the case, and
7 generally participated in all phases of the litigation. Accordingly, the requested enhancement
8 payments to Plaintiffs are appropriate and justified as part of the Settlement.

9 52. For the foregoing reasons, it is respectfully requested that the Court approve the
10 settlement.

11 I declare under penalty of perjury under the laws of the State of California that the foregoing
12 is true and correct.

13
14 Date: January 21, 2026

15 Nikki Trenner
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28

Exhibit 1

Eduardo Gomez Fausto v. East Coast/West Coast Logistics, LLC, et. al
San Bernardino Superior Court; Case No. CIV SB 2322813
Mediation: November 1, 2024 and continuing.
Dated: January __, 2025

MEMORANDUM OF UNDERSTANDING – SETTLEMENT TERMS

On November 1, 2024, Plaintiff Eduardo Gomez Fausto (“Gomez”); Defendant and Cross-Complainant East Coast/West Coast Logistics, LLC dba The Gilbert Company (“ECWC”); Defendant Need It Now Delivery, Inc. (“NIN Delivery”); Defendant and Cross-Defendant Consolidated Staffing Solutions, Inc. (“Consolidated”); and Cross-Defendants HR Direct Services Inc (“HR Direct”) and Partners Personnel – Management Services, LLC (“Partners”), participated in a mediation with mediator Steven Rottman, concerning the California Private Attorneys General Act (“PAGA”) claims alleged in San Bernardino Superior Court on September 19, 2023 (CIVSB2322813) entitled *Eduardo Gomez Fausto v. East Coast/West Coast Logistics, LLC, et. al.* (the “Gomez Action”).

At the conclusion of the mediation session on November 1, 2024, the parties were unable to reach a final settlement but agreed to continue their efforts to do so. Thereafter, Defendant and Cross-Defendant Workforce Enterprises WFE, Inc. (“Workforce”) and Cross-Defendant Venus Staffing, Inc. (“Venus” and together with ECWC, NIN Delivery, Consolidated, HR Direct, Partners, and Workforce, the “Defendant Parties” and each, individually, a “Defendant Party”) joined in the settlement discussions. Subsequently, Plaintiff Llewellyn McCray (“McCray” and together with Gomez, “Plaintiffs”), and HR Direct Services LLC, The GHR Company LLC, and The GHR Management Company Inc. also joined in the settlement discussions concerning the related case *Llewellyn McCray v. East Coast/West Coast Logistics, LLC. Et al.*, filed in Los Angeles County Superior Court (24STCV02921) on February 5, 2024 (“McCray Action”) (the Gomez Action and McCray Action are collectively referred to herein as the “Actions”), and on the date hereof, the Parties reached the settlement (the “Settlement”) described in this Memorandum of Understanding (“MOU”), which remains subject to (i) a final long form settlement agreement among the Parties (the “Long Form Settlement Agreement”) and (ii) court approval.

Plaintiffs, ECWC, NIN Delivery, Consolidated, HR Direct, Partners, Workforce and Venus shall be referred to collectively as the “Parties” and hereby agree to this MOU.

1. Settlement Agreement and Amount:

Defendant Parties agree to pay up to a maximum total sum of One Million Forty Thousand, Five Hundred and Thirty Dollars and Zero Cents (\$1,040,530.00) (the “Gross Settlement Amount”), as a full and complete settlement of the PAGA Released Claims. Each Defendant Party shall therefore be severally responsible for and shall pay its respective Settlement Payment set forth below.

Defendant Party	Pay Periods	Settlement Payment
Venus	38,342	\$383,420
Consolidated	26,010	\$260,100
HR Direct	24,606	\$246,060
Partners	8,428	\$84,280
Workforce	2,459	\$24,590
ECWC ¹	4,208	\$42,080
Total	104,053	\$1,040,530

Any payment of attorney's fees, litigation costs, administration costs, and representative enhancement award are to be paid out of the Gross Settlement Amount. The amount remaining after these deductions will be the Net Settlement Amount. The settlement administrator will be selected by mutual agreement of the Parties.

2. The PAGA Period is the period beginning July 16, 2022 to November 1, 2024.

3. Defendant Parties will not oppose a request for attorney's fees not to exceed Three Hundred Forty-Six Thousand, Eight Hundred Forty-Three Dollars and Thirty-Three Cents (\$346,843.33) (one-third of the Gross Settlement Amount), litigation costs not to exceed Twenty-Five Thousand Dollars (\$25,000.00), and requests for representative enhancement awards to the named Plaintiffs (i.e., Gomez and McCray) in an amount not to exceed Ten Thousand Dollars (\$10,000.00) each, to be paid out of the Gross Settlement Amount.

4. **PAGA Penalties:** 25% of the Net Settlement Amount (i.e., the Net Settlement Amount less 75% payable to the LWDA) will be paid to the aggrieved members of the PAGA group included in the Settlement (the "Aggrieved Employees") as Individual PAGA Payments calculated by a formula based on the number of pay periods worked by the Aggrieved Employee during the PAGA Period. To determine an Aggrieved Employee's Individual PAGA Payment, the 25% of the Net Settlement Amount payable to Aggrieved Employees will be divided by the total pay periods worked by all Aggrieved Employees during the PAGA Period, multiplied by the number of pay periods worked by that individual Aggrieved Employee. All Aggrieved Employees will be entitled to payment for at least one pay period. The Individual PAGA Payments will be allocated as 100% penalties and will be reported on IRS Form 1099.

5. **PAGA Release:** Effective upon court approval of the Settlement and payment of the respective Settlement Payments, Plaintiffs (i.e., Gomez and McCray), the State of California, and the Aggrieved Employees will release each of the Defendant Parties, and their parents, subsidiaries, and affiliated entities, as well as their officers, directors, shareholders, employees,

¹ NIN Delivery is a non-operating entity that has no business or operations in California. As a result, the Parties agree that the number of pay periods, and therefore the Settlement Payment, attributable to NIN Delivery during the PAGA Period is zero.

partners, members, managers, agents, and attorneys, and all other Released Parties (to be defined in the Long Form Settlement Agreement), of all PAGA Released Claims. The PAGA Released Claims are all claims for PAGA penalties that were alleged, or that reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint (as amended pursuant to Section 9 below) and the PAGA Notices including, e.g., (a) failure to provide meal periods or compensation in lieu thereof; (b) failure to provide rest periods or compensation in lieu thereof; (c) failure to pay minimum wages; (d) failure to pay overtime wages; (e) failure to maintain accurate records; (f) failure to provide a safe and healthful workplace; (g) failure to pay final wages in the county where the work was performed; (h) failure to pay statutorily required wages; (i) failure to reimburse business expenses; (j) failure to furnish accurate itemized wage statements; (k) failure to provide paid sick leave and paid supplemental sick leave; (l) failure to provide proper notice of paid sick leave rights; (m) failure to timely pay all wages upon separation of employment; (n) unlawful criminal inquiries; (o) failure to provide suitable resting facilities; (p) unlawful deductions; (q) failure to produce employment records upon written request; (r) failure to provide one day of rest in seven; (s) failure to pay reporting time wages; (t) failure to provide suitable seating; and (u) failure to pay vested vacation/paid time off.

6. **Drafting Settlement Documents:** Counsel for the Parties shall jointly draft all settlement documents. The Parties agree that they will cooperate in drafting and agreeing upon a Long Form Settlement Agreement that is consistent with this MOU. Plaintiff shall prepare the initial draft of the long-form settlement agreement and will provide it to Defendant Parties' counsel within two weeks of execution of this MOU. Defendant Parties shall have three weeks to return any changes. Plaintiff will respond to Defendant Parties' changes within one week. The Parties shall make a good faith effort to obtain all signatures to the long form settlement agreement within 45 days of execution of this MOU. In the event the Parties are unable to agree upon the language of the final written settlement agreement, then counsel for the Parties shall consult with the mediator to resolve their differences. The settlement agreement will be submitted to the Court for approval. Upon final approval of the settlement by the Court, the Court will enter a Judgment incorporating the terms of the parties' Agreement and dismissing the Gomez Action with prejudice. The Parties agree to take all steps necessary for, and to cooperate in, the dismissal of the Gomez Action with prejudice following Court approval of the Settlement.

7. **No Admission of Liability:** Defendant Parties enter into this MOU with no admission of liability whatsoever, and solely for the purpose of compromising and settling the Actions.

8. The Parties reserve the right to rescind the settlement if the Court does not approve a material term of the settlement. Each Defendant Party represents, solely as to its respective portion of the pay periods at issue, that the number of pay periods attributable to such Defendant Party is as set forth in Section 1 above, such that the Aggrieved Employees have worked a total of 104,053 pay periods from July 16, 2022 to November 1, 2024. If the total number of pay periods worked by the Aggrieved Employees from July 16, 2022 to November 1, 2024 is ultimately determined to (i) exceed 110% of such number (i.e., 114,458) (the "110% Threshold"), then the PAGA Period will be shortened to the date when the total number of pay periods reaches the 110% Threshold or (ii) be lower than 90% of such number (i.e., 93,648) (the "90% Threshold"), then the PAGA Period will be extended to the date when the total number of pay periods reaches the 90%

Threshold.

9. Upon execution of the Long Form Settlement Agreement by all Parties, the parties to the Actions shall stipulate for leave to amend Plaintiff Gomez's complaint in a form acceptable to the Parties. Once the Court grants the stipulation, Plaintiff Gomez shall file an amended complaint that contains all of the claims and allegations currently alleged in the Gomez Action and (1) adds Llewellyn McCray as a Plaintiff to the Gomez Action; (2) adds all PAGA allegations currently alleged in the *McCray* Action; and (3) adds Venus, HR Direct, HR Direct Services LLC, The GHR Company LLC, The GHR Management Company Inc., and Partners Personnel Management Services, as well as any additional Defendant Parties later identified as defendants in the Actions. The Settlement as described herein shall fully and finally resolve both the Actions with prejudice. Upon filing of the amended complaint in the Gomez Action as described herein, Plaintiff McCray will file a motion to dismiss the *McCray* Action with prejudice and shall take all steps necessary for, and cooperate in, such dismissal.

Executed on January __, 2025

By: Nikki Trenner
Nikki Trenner, on behalf of
Plaintiff Gomez and the PAGA Aggrieved
Members and the LWDA.

Executed on January 29, 2025

By: Harut Voskanyan
Harut Voskanyan, on behalf of
Plaintiff McCray and the PAGA Aggrieved
Members and the LWDA.

Executed on January __, 2025

By: _____
Ben Bodzy, on behalf of
East Coast/West Coast Logistics, LLC

Executed on January __, 2025

By: _____
_____ on behalf of
Need It Now Delivery, Inc.

Executed on January __, 2025

By: _____
_____ on behalf of
Consolidated Staffing Solutions, Inc.

Executed on January __, 2025

By: _____
_____ on behalf of

Workforce Enterprises WFE, Inc.

Executed on January __, 2025

By: _____
_____ on behalf of
HR Direct Services Inc, HR Direct Services
LLC, The GHR Company LLC, The GHR
Management Company Inc

Executed on January __, 2025

By: _____
_____ on behalf of
Venus Staffing, Inc.

Executed on January __, 2025

By: _____
_____ on behalf of
Partners Personnel - Management Services,
LLC

Threshold.

9. Upon execution of the Long Form Settlement Agreement by all Parties, the parties to the Actions shall stipulate for leave to amend Plaintiff Gomez's complaint in a form acceptable to the Parties. Once the Court grants the stipulation, Plaintiff Gomez shall file an amended complaint that contains all of the claims and allegations currently alleged in the Gomez Action and (1) adds Llewellyn McCray as a Plaintiff to the Gomez Action; (2) adds all PAGA allegations currently alleged in the *McCray* Action; and (3) adds Venus, HR Direct, HR Direct Services LLC, The GHR Company LLC, The GHR Management Company Inc., and Partners Personnel Management Services, as well as any additional Defendant Parties later identified as defendants in the Actions. The Settlement as described herein shall fully and finally resolve both the Actions with prejudice. Upon filing of the amended complaint in the Gomez Action as described herein, Plaintiff McCray will file a motion to dismiss the *McCray* Action with prejudice and shall take all steps necessary for, and cooperate in, such dismissal.

Executed on January __, 2025

By: _____
Nikki Trenner, on behalf of
Plaintiff Gomez and the PAGA Aggrieved
Members and the LWDA.

Executed on January __, 2025

By: _____
Harut Voskanyan, on behalf of
Plaintiff McCray and the PAGA Aggrieved
Members and the LWDA.

17 March 2025 | 9:55 PM CET

Executed on January __, 2025

By: *Ben Bodzy* _____
Ben Bodzy, on behalf of
East Coast/West Coast Logistics, LLC

Executed on January __, 2025

By: _____
_____ on behalf of
Need It Now Delivery, Inc.

Executed on January __, 2025

By: _____
_____ on behalf of
Consolidated Staffing Solutions, Inc.

Executed on January __, 2025

By: _____
_____ on behalf of

Threshold.

9. Upon execution of the Long Form Settlement Agreement by all Parties, the parties to the Actions shall stipulate for leave to amend Plaintiff Gomez's complaint in a form acceptable to the Parties. Once the Court grants the stipulation, Plaintiff Gomez shall file an amended complaint that contains all of the claims and allegations currently alleged in the Gomez Action and (1) adds Llewellyn McCray as a Plaintiff to the Gomez Action; (2) adds all PAGA allegations currently alleged in the *McCray* Action; and (3) adds Venus, HR Direct, HR Direct Services LLC, The GHR Company LLC, The GHR Management Company Inc., and Partners Personnel Management Services, as well as any additional Defendant Parties later identified as defendants in the Actions. The Settlement as described herein shall fully and finally resolve both the Actions with prejudice. Upon filing of the amended complaint in the Gomez Action as described herein, Plaintiff McCray will file a motion to dismiss the *McCray* Action with prejudice and shall take all steps necessary for, and cooperate in, such dismissal.

Executed on January __, 2025

By:

Nikki Trenner, on behalf of
Plaintiff Gomez and the PAGA Aggrieved
Members and the LWDA.

Executed on January __, 2025

By:

Harut Voskanyan, on behalf of
Plaintiff McCray and the PAGA Aggrieved
Members and the LWDA.

Executed on January __, 2025

By:

Ben Bodzy, on behalf of
East Coast/West Coast Logistics, LLC

Executed on January __, 2025

By:

Eric Mautner
Eric Mautner on behalf of
Need It Now Delivery, Inc.

Executed on January __, 2025

By:

on behalf of
Consolidated Staffing Solutions, Inc.

Executed on January __, 2025

By:

on behalf of

Threshold.

9. Upon execution of the Long Form Settlement Agreement by all Parties, the parties to the Actions shall stipulate for leave to amend Plaintiff Gomez's complaint in a form acceptable to the Parties. Once the Court grants the stipulation, Plaintiff Gomez shall file an amended complaint that contains all of the claims and allegations currently alleged in the Gomez Action and (1) adds Llewellyn McCray as a Plaintiff to the Gomez Action; (2) adds all PAGA allegations currently alleged in the *McCray* Action; and (3) adds Venus, HR Direct, HR Direct Services LLC, The GHR Company LLC, The GHR Management Company Inc., and Partners Personnel Management Services, as well as any additional Defendant Parties later identified as defendants in the Actions. The Settlement as described herein shall fully and finally resolve both the Actions with prejudice. Upon filing of the amended complaint in the Gomez Action as described herein, Plaintiff McCray will file a motion to dismiss the *McCray* Action with prejudice and shall take all steps necessary for, and cooperate in, such dismissal.

Executed on February __, 2025

By:

Nikki Trenner, on behalf of
Plaintiff Gomez and the PAGA Aggrieved
Members and the LWDA.

Executed on February __, 2025

By:

Harut Voskanyan, on behalf of
Plaintiff McCray and the PAGA Aggrieved
Members and the LWDA.

Executed on February __, 2025

By:

Ben Bodzy, on behalf of
East Coast/West Coast Logistics, LLC

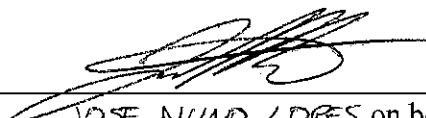
Executed on February __, 2025

By:

_____ on behalf of
Need It Now Delivery, Inc.

Executed on February __, 2025

By:



JOSE NUNO LOPES on behalf of
Consolidated Staffing Solutions, Inc.

Executed on February __, 2025

By:

_____ on behalf of

9. Upon execution of the Long Form Settlement Agreement by all Parties, the parties to the Actions shall stipulate for leave to amend Plaintiff Gomez's complaint in a form acceptable to the Parties. Once the Court grants the stipulation, Plaintiff Gomez shall file an amended complaint that contains all of the claims and allegations currently alleged in the Gomez Action and (1) adds Llewellyn McCray as a Plaintiff to the Gomez Action; (2) adds all PAGA allegations currently alleged in the *McCray* Action; and (3) adds Venus, HR Direct, HR Direct Services LLC, The GHR Company LLC, The GHR Management Company Inc., and Partners Personnel Management Services, as well as any additional Defendant Parties later identified as defendants in the Actions. The Settlement as described herein shall fully and finally resolve both the Actions with prejudice. Upon filing of the amended complaint in the Gomez Action as described herein, Plaintiff McCray will file a motion to dismiss the *McCray* Action with prejudice and shall take all steps necessary for, and cooperate in, such dismissal.

Executed on January __, 2025

By:

Nikki Trenner, on behalf of
Plaintiff Gomez and the PAGA Aggrieved
Members and the LWDA.

Executed on January __, 2025

By:

Harut Voskanyan, on behalf of
Plaintiff McCray and the PAGA Aggrieved
Members and the LWDA.

Executed on January __, 2025

By:

Ben Bodzy, on behalf of
East Coast/West Coast Logistics, LLC

Executed on January __, 2025

By:

_____ on behalf of
Need It Now Delivery, Inc.

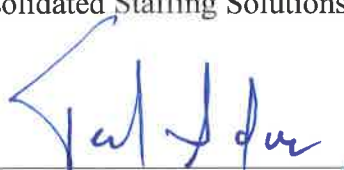
Executed on January __, 2025

By:

_____ on behalf of
Consolidated Staffing Solutions, Inc.

Executed on January __, 2025

By:

 CFO
_____ on behalf of
Workforce Enterprises WFE, Inc.

02/13/2025

Workforce Enterprises WFE, Inc.

Executed on January __, 2025

By:



Gabriela Mendoza on behalf of
HR Direct Services Inc, HR Direct Services
LLC, The GHR Company LLC, The GHR
Management Company Inc

Executed on January __, 2025

By:

_____ on behalf of
Venus Staffing, Inc.

Executed on January __, 2025

By:

_____ on behalf of
Partners Personnel - Management Services,
LLC

Workforce Enterprises WFE, Inc.

Executed on January __, 2025

By: _____
_____ on behalf of
HR Direct Services Inc, HR Direct Services
LLC, The GHR Company LLC, The GHR
Management Company Inc

Executed on March 3, 2025

By: Venustiano Perez Villegas
Venustiano Perez Villegas on behalf of
Venus Staffing, Inc.

Executed on January __, 2025

By: _____
_____ on behalf of
Partners Personnel - Management Services,
LLC

Workforce Enterprises WFE, Inc.

Executed on January __, 2025

By: _____
_____ on behalf of
HR Direct Services Inc, HR Direct Services
LLC, The GHR Company LLC, The GHR
Management Company Inc

Executed on January __, 2025

By: _____
_____ on behalf of
Venus Staffing, Inc.

Executed on February 13, 2025

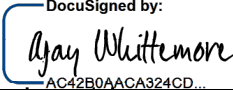
By:  _____
Ajay whittemore on behalf of
Partners Personnel - Management Services,
LLC

Exhibit 2

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO**

You are receiving this Notice because you are entitled to money as a result of a court approved settlement in *Eduardo Gomez Fausto, et al. v. East Coast/West Coast Logistics, LLC, et. al.*, San Bernardino County Superior Court, Case No. CIVSB2322813 (the “**Action**”).

What is this case about?

In the Action, Plaintiffs Eduardo Gomez Fausto and Llewellyn McCray asserted representative claims against Defendants East Coast/West Coast Logistics, LLC dba The Gilbert Company (“ECWC”), Need It Now Delivery, Inc. (“NIN Delivery”), Consolidated Staffing Solutions, Inc. (“Consolidated”), HR Direct Services Inc. (“HR Direct Inc.”), HR Direct Services LLC (“HR Direct LLC”), Partners Personnel – Management Services, LLC (“Partners”), Workforce Enterprises WFE, Inc. (“Workforce”), Venus Staffing, Inc. (“Venus”), and The GHR Company LLC (“GHR Co.”), and The GHR Management Company Inc. (“GHR Management” and together with GHR Co., HR Direct Inc., and HR Direct LLC, “HR Direct”) (collectively the “Defendants”) on behalf of all current and former non-exempt workers who were either (i) directly employed by ECWC or (ii) directly employed by a staffing/temporary service agency, namely, Consolidated, HR Direct, Partners, Workforce and/or Venus, and assigned/staffed to work at ECWC, in each case, in California during the period of July 16, 2022 through November 1, 2024 (the “**PAGA Period**”).

Plaintiffs allege claims for penalties and unpaid wages pursuant to the Private Attorneys General Act of 2004 (“**PAGA**”) Labor Code section 2698 *et seq.* based on the alleged (a) failure to provide meal periods or compensation in lieu thereof; (b) failure to provide rest periods or compensation in lieu thereof; (c) failure to pay minimum wages; (d) failure to pay overtime wages; (e) failure to maintain accurate records; (f) failure to provide a safe and healthful workplace; (g) failure to pay final wages in the county where the work was performed; (h) failure to pay statutorily required wages; (i) failure to reimburse business expenses; (j) failure to furnish accurate itemized wage statements; (k) failure to provide paid sick leave and paid supplemental sick leave; (l) failure to provide proper notice of paid sick leave rights; (m) failure to timely pay all wages upon separation of employment; (n) unlawful criminal inquiries; (o) failure to provide suitable resting facilities; (p) unlawful deductions; (q) failure to produce employment records upon written request; (r) failure to provide one day of rest in seven; (s) failure to pay reporting time wages; (t) failure to provide suitable seating; and (u) failure to pay vested vacation/paid time off. Defendants contend that they are in compliance with the law. They deny each of the claims and contentions alleged by Plaintiffs in the Action.

What are the terms of the Settlement?

Plaintiffs and Defendants reached a settlement which was reviewed and approved by the Court. Defendants’ records show that you were employed by Defendants in a covered position as described above during the PAGA Period. Accordingly, you have released your PAGA claims and are entitled to an Individual Settlement Payment based on your percentage share of pay periods during the PAGA Period.

What should I do now?

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

Exhibit 3



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

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

July 13, 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:

Paracorp Incorporated
Agent for Service of Process for:
East Coast/West Coast Logistics, LLC
2804 Gateway Oaks Dr. Suite 100
Sacramento CA 95833

East Coast/West Coast Logistics, LLC
Attn: CA Registered Corporate (1505) Agent
Authorized Employee(s):
Matthew Marzucco, Barbara Geiger, Leticia
Herrera, Jody Moua, Jose Gomez, Abigale
Peterson, Alisia Mojarro, Vanessa Flanagan,
Chris Mays, and Saida Galan
2804 Gateway Oaks Dr. Suite 100
Sacramento CA 95833

East Coast/West Coast Logistics, LLC
Attn: Human Resources / Legal Department
1000 Riverside Dr
Keasbey, NJ 08832

East Coast/West Coast Logistics, LLC
Attn: Human Resources / Legal Department:
2849 Ficus Street
Pomona, CA 91766

Jose Nuno Lopes
Agent For Service of Process for:
Consolidated Staffing Solutions, Inc.
1109 W San Bernardino Rd Suite #220
Covina, CA 91722

Consolidated Staffing Solutions, Inc.
Attn: Human Resources / Legal Department
100 N Citrus St Suite #428
West Covina, CA 91791

Ted Salac
Agent for Service of Process for:
Workforce Enterprises WFE, Inc
800 N Haven Ave Suite 330
Ontario, CA 91764

Workforce Enterprises WFE, Inc
Attn: Human Resources / Legal Department
800 N Haven Ave Suite 330
Ontario, CA 91764

Need it Now Delivery, Inc.

Attn: Human Resources / Legal Department
37-18 57th St
Flushing, NY 11377

Need it Now Delivery, Inc.

Attn: Human Resources / Legal Department
153 West 27th Street
New York, NY 10001

NOTICE OF PRIVATE ATTORNEYS GENERAL ACT CLAIM

To: California Labor and Workforce Development Agency; Division of Occupational Safety and Health; East Coast/West Coast Logistics, LLC; Need it Now Delivery, Inc.; Consolidated Staffing Solutions, Inc.; and Workforce Enterprises WFE, Inc
Date: July 13, 2023
Subject: *Eduardo Gomez Fausto v. East Coast/West Coast Logistics, LLC, et. al.*

Introduction

This office represents PLAINTIFF, Eduardo Gomez Fausto (hereinafter “PLAINTIFF”) in connection with PLAINTIFF’s claims under the California Labor Code. PLAINTIFF was, at all relevant times herein mentioned, an employee of the following entities and individual managing agents of said entities: East Coast/West Coast Logistics, LLC; Need it Now Delivery, Inc.; Consolidated Staffing Solutions, Inc.; and Workforce Enterprises WFE, Inc (hereinafter, these entities and their managing agents are collectively referred to as “DEFENDANTS”). DEFENDANTS may be contacted directly at the addresses listed above.

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

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

(1) all non-exempt workers who were directly employed by Consolidated Staffing Solutions, Inc. and/or Workforce Enterprises WFE, 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 East Coast/West Coast Logistics, LLC and/or Need it Now Delivery, Inc. by Consolidated Staffing Solutions, Inc. and/or Workforce Enterprises WFE, Inc and/or any other staffing/temporary service agencies at any location 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 East Coast/West Coast Logistics, LLC and/or Need it Now Delivery, Inc. to work at any location 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 Consolidated Staffing Solutions, Inc. and/or Workforce Enterprises WFE, 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 East Coast/West Coast Logistics, LLC and/or Need it Now Delivery, Inc. and/or by Consolidated Staffing Solutions, Inc. and/or Workforce Enterprises WFE, Inc and/or any other staffing/temporary service agencies at any location in California at any time within one year of the date of this NOTICE; and

(3) all exempt workers who were directly employed by East Coast/West Coast Logistics, LLC and/or Need it Now Delivery, Inc. to work at any location in California within one year of the date of this NOTICE (“EXEMPT AGGRIEVED EMPLOYEES”),

This NOTICE is being provided via online filing to the California Labor and Workforce Development Agency (“LWDA”) and the Division of Occupational Safety and Health and DEFENDANTS via certified mail to their Agent(s) for Service of Process and/or entity mailing address as provided to the California Secretary of State and/or state of incorporation.

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

This NOTICE is sent in compliance with the reporting requirements of California Labor Code sections 2699.3 and 2699.5. This NOTICE further reserves any and all rights by PLAINTIFF to amend this notice to include, amend, or add further charges upon discovery of new violations of any of the provisions of the California Labor Code. In addition, to the extent that entities and/or other individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code sections including, but not limited to sections 558.1 and 1197.1—PLAINTIFF reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue. Any further amendments and changes to this notice shall relate back to the date of this NOTICE. Consequently, DEFENDANTS are on notice that PLAINTIFF continues its investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of *any* of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or

add the identities of any entities and/or individuals responsible for the violations contained herein. For violations that are curable under § 2699.3(c) and that DEFENDANTS intend to cure within the statutory time period set forth in §§ 2699 and 2699.3(c), the DEFENDANTS shall provide notice including a description of the actions taken to cure. If the alleged violation is not cured within the statutory time period, PLAINTIFF will commence a civil action pursuant to section 2699. For all other violations that are not curable, an action pursuant to section 2699(a) and 2699(f) will commence after the requirements under 2699.3 are fulfilled.

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

PLAINTIFF, on behalf of PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES, alleges that the specific provisions of California law that DEFENDANTS have violated, requiring this NOTICE, include but are not limited to: California Labor Code sections 201-203, 204, 208, 216, 221-223, 226, 226.7, 227.3, 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, 6406-6407, 6409.6 and all applicable Wage Orders.

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

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

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

PLAINTIFF believes and hereon asserts that DEFENDANTS and unknown entities must be classified as joint employers of PLAINTIFF for purposes of liability for civil penalties under PAGA, as the aforementioned entities engaged, suffered and permitted PLAINTIFF to perform

services from which they benefited, and furthermore that the aforementioned entities had the right to exercise control over the wages, hours and/or working conditions of PLAINTIFF at all relevant times herein, so as to be considered the joint employers of PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES.

During PLAINTIFF's employment by DEFENDANTS, PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were jointly employed by DEFENDANTS for purposes of the Wage Orders, under the alternative definitions of "to employ" adopted by the California Supreme Court in *Martinez*, supra. As discussed below, these DEFENDANTS (1) exercised control over wages, hours and working conditions of PLAINTIFF and the NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES; (2) suffered or permitted PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to work for them; and (3) engaged PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to work for them.

PLAINTIFF is informed and believes, and thereon alleges that at all relevant times DEFENDANTS operated as a single integrated enterprise with common ownership and centralized human resources. As a result, DEFENDANTS utilized the same unlawful policies and practices across all of their locations/facilities and subjected all of the NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to these same policies and practices regardless of the location(s) where they worked. Among other things, PLAINTIFF is informed and believes that: (1) there is common ownership in, and financial control, in DEFENDANTS' companies, (2) DEFENDANTS utilize common management, who have control over the day-to-day operations and employment matters, including the power to hire and fire, set schedules, issue employee policies, and determine rates of compensation across its locations in California; (3) DEFENDANTS utilize the same policies and procedures for all California employees, including issuing the same employee handbooks and other form agreements; (4) DEFENDANTS use at least some of the same Human Resources personnel and attorneys to oversee employment matters; and, (6) DEFENDANTS share employees.

PLAINTIFF is informed and believes, and thereon alleges that at all times relevant to this Complaint, DEFENDANTS were the joint employers of PLAINTIFF and the NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES upon whose behalf PLAINTIFF brings these allegations and causes of action, in that DEFENDANTS, exercised sufficient control over PLAINTIFF and the NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES' wages, hours and working conditions, and/or suffered or permitted PLAINTIFF and the NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to work so as to be considered the joint employers of PLAINTIFF and the NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES.

Upon information and belief, PLAINTIFF alleges that DEFENDANTS created a uniform set of policies, practices and/or procedures concerning, inter alia, hourly and overtime pay, time-keeping practices, meal and rest periods, reimbursement of business expenses and other working conditions that were distributed to, and/or applied to PLAINTIFF and the NON-EXEMPT AGGRIEVED

EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES, and further that DEFENDANTS uniformly compensated and controlled the wages of PLAINTIFF and the NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES in a uniform manner. DEFENDANTS collectively represented to PLAINTIFF and the NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES that each was an "at-will" employee of DEFENDANTS, and that DEFENDANTS collectively retained the right to terminate PLAINTIFF's and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES' employment with or without cause. Upon information and belief, DEFENDANTS further collectively represented to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES in writing the details of their compensation, and the manner in which they were to take meal and rest periods, the procedures required by DEFENDANTS collectively for recordation of hours worked and the policies applicable to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES by which DEFENDANTS collectively would evaluate the wage rates of PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES.

Moreover, based on information and belief, Consolidated Staffing Solutions, Inc. (hereinafter referred to as "Consolidated Staffing Solutions") and/or Workforce Enterprises WFE, Inc (hereinafter referred to as "Workforce Enterprises") hired PLAINTIFF and entered into a written employment agreement with PLAINTIFF. During PLAINTIFF's employment, Consolidated Staffing Solutions and/or Workforce Enterprises maintained control over many aspects of PLAINTIFF's employment, including, among other things, having the authority to discipline PLAINTIFF, change PLAINTIFF's job assignment, change PLAINTIFF's work hours, change PLAINTIFF's rates of pay, and to terminate PLAINTIFF's employment.

In addition, when PLAINTIFF was first hired, Consolidated Staffing Solutions and/or Workforce Enterprises provided PLAINTIFF with orientation and training materials. Consolidated Staffing Solutions and/or Workforce Enterprises issued PLAINTIFF written policies concerning meal periods, rest breaks, timekeeping, hours worked, and payment of PLAINTIFF's wages, with which PLAINTIFF was required to comply. Based on information and belief, among other things, these policies provided that PLAINTIFF's weekly time records be submitted to Consolidated Staffing Solutions and/or Workforce Enterprises, Inc., and Consolidated Staffing Solutions and/or Workforce Enterprises was supposed to process PLAINTIFF's time records and pay PLAINTIFF for all hours worked. Consolidated Staffing Solutions and/or Workforce Enterprises exercised ultimate control over the payment of PLAINTIFF's wages, as Consolidated Staffing Solutions and/or Workforce Enterprises issued PLAINTIFF her paychecks. Finally, Consolidated Staffing Solutions and/or Workforce Enterprises directed PLAINTIFF to comply with East Coast/West Coast Logistics, LLC and/or Need it Now Delivery, Inc.'s policies and directions. PLAINTIFF is informed and believes that Consolidated Staffing Solutions and/or Workforce Enterprises exercised the same control over, applied the same policies and practices, and engaged in the same acts and omissions with regard to the other class members.

East Coast/West Coast Logistics, LLC and/or Need it Now Delivery, Inc. similarly suffered or permitted PLAINTIFF to work for them or engaged PLAINTIFF to work for them. PLAINTIFF is informed and believes that East Coast/West Coast Logistics, LLC and/or Need it Now Delivery,

Inc. entered into a written agreement with Consolidated Staffing Solutions and/or Workforce Enterprises pursuant to which East Coast/West Coast Logistics, LLC and/or Need it Now Delivery, Inc. paid Consolidated Staffing Solutions and/or Workforce Enterprises to provide it with workers, including PLAINTIFF, to conduct East Coast/West Coast Logistics, LLC and/or Need it Now Delivery, Inc.'s business operations - namely, to work in East Coast/West Coast Logistics, LLC and/or Need it Now Delivery, Inc.'s production/processing centers and/or administration offices. East Coast/West Coast Logistics, LLC and/or Need it Now Delivery, Inc. suffered or permitted PLAINTIFF to work at East Coast/West Coast Logistics, LLC and/or Need it Now Delivery, Inc. and for the entirety of PLAINTIFF's employment.

East Coast/West Coast Logistics, LLC and/or Need it Now Delivery, Inc. further exercised control over PLAINTIFF's wages, hours and working conditions. East Coast/West Coast Logistics, LLC and/or Need it Now Delivery, Inc. also: (1) set PLAINTIFF's work hours and provided PLAINTIFF with PLAINTIFF's work schedule; (2) provided PLAINTIFF with policies regarding meal periods and rest breaks, with which PLAINTIFF was required to comply; (3) directly supervised PLAINTIFF's work through its employees; (4) assigned PLAINTIFF job duties and trained PLAINTIFF on said job duties; (5) exercised authority to reprimand and counsel PLAINTIFF regarding any work performance and other issues; (6) exercised authority to end PLAINTIFF's work assignment at any time, which essentially equated to a termination of employment as PLAINTIFF was not guaranteed any other job assignments; (7) required PLAINTIFF to use its timekeeping system for purposes of recording time worked; (8) determined whether and when PLAINTIFF would receive meal periods and rest breaks; (9) subjected PLAINTIFF to unlawful schedules for taking meal periods and rest breaks; and, (10) was responsible for recording when PLAINTIFF began and ended work shifts. On information and belief, East Coast/West Coast Logistics, LLC and/or Need it Now Delivery, Inc. issued further written policies and practices and guidelines governing PLAINTIFF's working conditions with which PLAINTIFF was required to comply. PLAINTIFF is informed and believes that East Coast/West Coast Logistics, LLC and/or Need it Now Delivery, Inc. exercised the same control over, applied the same policies and practices, and engaged in the same acts and omissions with regard to the other NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES.

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

Individual Liability Under Labor Code § 558.1

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

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

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

General Information

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

PLAINTIFF is a former employee of DEFENDANTS. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job title of forklift driver and/or a similar title(s) and/or position(s) during the relevant period. PLAINTIFF was assigned by Workforce Enterprises to work at including but not limited to, East Coast/West Coast Logistics, LLC and/or Need it Now Delivery, Inc., from including but not limited to, in or around June 2022 through in or around August 2022. In or about August 2022, PLAINTIFF began working for Consolidated Staffing Solutions, which continued to place PLAINTIFF to work at, including but not limited to, East Coast/West Coast Logistics, until the separation of PLAINTIFF’s employment, on or around January 2023. PLAINTIFF worked for DEFENDANTS at DEFENDANTS’ Colton, California location(s). PLAINTIFF regularly worked at least eight (8) to twelve (12) hours per day, at least five (5) to six (6) days per week. DEFENDANTS paid PLAINTIFF an hourly rate for time counted by DEFENDANTS as hours worked.

Among other things, DEFENDANTS (1) failed and continue to fail to keep accurate and complete time records for PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES; (2) failed and continue to fail to pay PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES for all

¹ See <http://www.gilbertusa.com/>; <https://www.nindelivers.com/locations/>; <https://www.consolidatedstaff.com/> and <https://www.workforceenterprises.net/>. Last visited on July 13, 2023.

hours worked; (3) failed and continue to fail to pay PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES at least minimum wage for all hours worked and overtime/regular rates for corresponding work; (4) failed and continue to fail to pay proper overtime wages for failure to incorporate all non-discretionary compensation into the overtime premium pay calculations; (5) failed and continue to fail to provide PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES with proper meal and/or rest breaks, and/or compensate PLAINTIFF 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 continue to refuse to make and/or falsely denied the amount of payments due to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES, including but not limited to, owed sick pay; (7) failed and continue to fail to place PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES on proper notice of their workplace rights, including but not limited to owed sick pay; (8) failed and continue to fail to provide legally compliant wage statements to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES; (9) made unlawful deductions from PLAINTIFF's and other NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' paychecks; (10) failed and continue to fail to timely pay wages to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES during employment and/or upon separation of employment; (11) failed and continue to fail to reimburse PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES for business expenses incurred on behalf of DEFENDANTS; (12) conducted and continue to conduct illegal criminal and/or financial background checks as a condition of PLAINTIFF's, NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' hire and continued employment; (13) required and continue to require PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to disclose arrests not resulting in convictions and/or to disclose convictions prior to extending an offer of employment and/or otherwise impermissibly inquired and continue to inquire into PLAINTIFF's, NON-EXEMPT AGGRIEVED EMPLOYEES', and/or EXEMPT AGGRIEVED EMPLOYEES' criminal history on their employment applications and sign off on same as a condition of employment; (14) failed and continue to fail to provide suitable seating; (15) required and continue to require PLAINTIFF, 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) fails and continues to fail to provide a safe and healthful place of employment for NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES. 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 PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES. All applicable IWC Wage Orders, section 7 similarly requires employers to keep accurate time records reflecting the times during which allowed meal periods were provided each day.

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

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

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

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

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

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

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

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

Time and Pay Records

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

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

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

Personnel Records

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

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

Based on information and belief, DEFENDANTS failed 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, PLAINTIFF, through counsel sent a written request for payroll and personnel records to DEFENDANTS on or around including but not limited to the following dates: May 23, 2023, and July 3, 2023. Yet, DEFENDANTS failed to timely produce any records within the time periods delineated by California labor law. Based on information and belief, DEFENDANTS failed and continue 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 DEFENDANTS 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, PLAINTIFF did not sign a valid meal period waiver throughout PLAINTIFF's employment by DEFENDANTS.

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

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

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

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

For example, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were forced to take late meal periods in order to complete assigned job duties. Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were at times interrupted during purported meal periods and/or had meal periods cut short and/or restricted to DEFENDANTS' premises due to the need to continue assigned job duties.

For example, at times, PLAINTIFF was forced to take interrupted meal periods, cut his meal period shorts and/or take his meal period late (i.e. after the fifth hour of work) due to the need to complete 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 DEFENDANTS' premises and/or otherwise on duty due to commentary from supervisors, understaffing, the nature and constraints of their job duties, and/or the need to meet DEFENDANTS' goals and expectations.

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

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

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

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

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

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

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

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

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

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

Rest Period Violations: California law requires employers to provide employees a paid, duty-free ten (10) minute rest period for each four (4) hours worked, or major fraction thereof. *See* applicable IWC Wage Order, §12(A). In *Brinker v. 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

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

one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided").

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

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

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

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

Also, per DEFENDANTS' unlawful rest period policy and practice, NON-EXEMPT AGGRIEVED EMPLOYEES were permitted a maximum of two rest periods per shift even during shifts lasting longer than ten (10) hours, in violation of California rest period law. Based on information and belief, DEFENDANTS failed to authorize and permit rest periods that were a "net" ten minutes in a suitable rest area, and instead, to the extent rest periods were provided, DEFENDANTS limited PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES to only ten-minute rest periods, requiring them to be back at their workstations within ten minutes of leaving, in violation of California rest period law.

Based on information and belief, PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES were not paid any rest period premiums and/or were not paid a proper rest period for each missed and/or otherwise legally noncompliant rest period, in violation of California rest period law.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES' rest periods were interrupted, cut short, on duty, restricted to premises and/or late due to understaffing, the nature

and constraints of their job duties, and/or due to commentary from supervisors/ managers pressuring NON-EXEMPT AGGRIEVED EMPLOYEES to skip rest breaks completely or otherwise take non-compliant rest periods.

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

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

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

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

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

Failure to Provide Suitable Resting Facilities: Per section 13 of all applicable IWC Wage Orders, employees shall be provided with suitable resting facilities. Section 13(B) of the Wage Orders provides: "Suitable resting facilities shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours."

DEFENDANTS' locations/facilities are generally similar in layout and design, and there was, and continue to be, space that allows for a resting facility that employees may use to cease work and

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

recover during meal or rest periods. DEFENDANTS could have provided NON-EXEMPT AGGRIEVED EMPLOYEES with a resting facility within DEFENDANTS' facilities/locations with reasonable or no modification, but instead denied and continue to deny, employees with suitable areas to rest (e.g. a suitable breakroom). As a result, NON-EXEMPT AGGRIEVED EMPLOYEES were forced to adjust to areas not conducive to resting, including but not limited to leaning up against the wall, or search for facilities outside of DEFENDANTS' premises which are not designated or reserved for rest, such as their personal vehicles.

DEFENDANTS did not provide NON-EXEMPT AGGRIEVED EMPLOYEES with suitable resting facilities during their hours of work, particularly during meal and/or rest periods.

DEFENDANTS' failure to provide suitable resting facilities to NON-EXEMPT AGGRIEVED EMPLOYEES violated and continue to violate the applicable Wage Order, section 13(B) and the California Labor Code, including but not limited to section 1198.

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

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

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

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

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

For example, based on information and belief, DEFENDANTS 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, make any necessary adjustments to tools/equipment and/or perform maintenance/cleaning tasks, don work clothing/uniforms and/or protective equipment, and/or complete other work tasks 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, at times, NON-EXEMPT AGGRIEVED EMPLOYEES were required to wait in line behind other NON-EXEMPT AGGRIEVED EMPLOYEES to access DEFENDANTS' time-keeping system and/or terminal so they could then clock in for the start of their shifts which said waiting time spent under DEFENDANTS' control that was neither recorded nor compensated, resulting in off-the-clock work and DEFENDANTS' failure to compensate NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked and the underpayment of minimum wages and overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were required to complete other off-the-clock work tasks after clocking out for the end of their shifts and/or during uncompensated meal periods, resulting in off-the-clock work and the underpayment of minimum and overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

For example, based on information and belief, DEFENDANTS required NON-EXEMPT AGGRIEVED EMPLOYEES to clock out for the end of their shifts but to continue working due to the need to return/maintain tools, clean and/or organize their work stations/areas, provide shift status updates and/or debriefings and/or participate in work meetings, respond to work-related communications and/or perform other work tasks off-the-clock, resulting in the underpayment of minimum wages and overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES. Based on information and belief, DEFENDANTS did not compensate NON-EXEMPT AGGRIEVED EMPLOYEES for all time spent donning and doffing personal protective equipment, safety equipment and/or uniforms/work clothing (e.g., gloves, goggles/safety glasses, safety vests, hats/bump caps/safety helmets and/or face masks) during meal periods, before the start of a scheduled shift, and after completing a scheduled shift, resulting in DEFENDANTS' failure to pay NON-EXEMPT AGGRIEVED EMPLOYEES for all work time and the

underpayment of minimum wages and overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, at times, DEFENDANTS' electronic employee time-keeping system/app malfunctioned such that NON-EXEMPT AGGRIEVED EMPLOYEES were required to either reinitiate and/or otherwise troubleshoot the system prior to being able to clock in and/or were unable to clock in at all for the start of their shifts and/or clock back in from meal periods, resulting in off-the-clock work and the underpayment of wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES. Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES experienced the same issues when clocking out for shifts and/or back in for meal periods. This time spent under DEFENDANTS' control was not recorded and not compensated and resulted in unpaid minimum wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were required to undergo security screenings and/or other mandated 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, DEFENDANTS 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, NON-EXEMPT AGGRIEVED EMPLOYEES were also pressured to complete at least some additional work tasks off-the-clock in order to meet DEFENDANTS' goals and expectations.

For example, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were required to complete off-the-clock work outside of scheduled shifts due to including but not limited to, work-related phone calls and/or messages they received to their phones and/or mobile devices and were required to respond to, including but not limited to, communications from supervisors regarding scheduling and/or other work tasks, resulting in the underpayment of wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on information and belief, DEFENDANTS 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 further information and belief, DEFENDANTS implemented a time-rounding system that as applied systematically deprived PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES of compensable time because the time-rounding system implemented by DEFENDANTS would almost always, if not always, result in understating actual compensable work time. DEFENDANTS' failure to pay for all time worked by virtue of their time-rounding practices resulted in the underpayment of minimum wages owed to PLAINTIFF and NON-

EXEMPT AGGRIEVED EMPLOYEES as well as unpaid overtime wages for those NON-EXEMPT AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day and/or more than forty (40) hours in a week.

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

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

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

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

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

Namely, DEFENDANTS' automatic deduction and time rounding policies and practices for meal periods and shift start times and shift end times, payment according to scheduled hours worked rather than actual time worked, off-the-clock/unpaid work completed during meal periods and/or time spent restricted to DEFENDANTS' premises and/or subject to DEFENDANTS' control during off-the-clock meal periods (described above), and/or other off-the-clock work resulted in

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

the failure to account for all hours worked and thus the denial of minimum wages as well as overtime wages owed to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day or more than forty (40) hours in a week.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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, DEFENDANTS 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, DEFENDANTS 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.

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

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

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

As DEFENDANTS failed to provide PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES with meal and rest periods that complied with Labor Code section 226.7, the wage statements DEFENDANTS issued to PLAINTIFF and NON-EXEMPT AGGRIEVED EMPLOYEES failed and continue to fail to correctly set forth (a) the gross wages earned, in

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

violation of Labor Code section 226(a)(1); (b) the total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net wages earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9).

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

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

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

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

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

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

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

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

Unlawful Deductions: Labor Code section 221 prohibits an employer from “collect[ing] or receiv[ing] from an employee any part of wages theretofore paid by said employer to said employee.” Based on information and belief DEFENDANTS made unlawful deductions from NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES paychecks during the relevant period including 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. For example, based on information and belief, DEFENDANTS deducted costs of uniforms including without limitation, costs of safety vests DEFENDANTS required PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES wear for work. Such a practice is in violation of including but not limited to, Labor Code Sections 221-222 which subjects DEFENDANTS to civil penalties under Labor Code Section 2699.

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

Semimonthly Payment Violations: Labor Code section 204 requires that all earned wages must be paid to employees twice during each calendar month. DEFENDANTS violated this section by, including but not limited to, failing to pay PLAINTIFF 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 DEFENDANTS to civil penalties under Labor Code section 210. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the statute’s provisions were violated.

Reporting Time Pay Violations:

Section 5 of all applicable IWC Wage Orders, provides as follows:

(A) Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee

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

shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage. (B) If an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting

NON-EXEMPT AGGRIEVED EMPLOYEES were not paid reporting time wages in accordance with California law, including but not limited to the applicable IWC Wage Order. For example, based on information and belief, at times, NON-EXEMPT AGGRIEVED EMPLOYEES reported to work for a scheduled shift but were sent home and/or were not put to work and were not paid all owed reporting time pay wages in accordance with California law.

Based on information and belief, DEFENDANTS have a policy and practice of failing to pay all reporting time wages to NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California law, including but not limited to, the applicable IWC Wage Order, Section 5. DEFENDANTS' failure to pay all reporting time wages to NON-EXEMPT AGGRIEVED EMPLOYEES violated and continue to violate the applicable Wage Order, including but not limited to IWC Wage Order 5-2001, section 5(A)-(B) and the California Labor Code, including but not limited to section 1198.

Violation of California Day of Rest Law

Under California law, every employee in California is "entitled" to "one day's rest [from labor] in seven"; and, no employer may "cause" their employees "to work more than six days in seven." *See* Labor Code Sections 551 and 552. Labor Code section 553 provides that a violation of the foregoing sections is a misdemeanor.

Based on information and belief, DEFENDANTS have and continue to have a uniform policy and practice of requiring NON-EXEMPT AGGRIEVED EMPLOYEES to work at least seven days consecutively in a workweek, in violation of including but not limited to, Labor Code Section 551. Based on information and belief, PLAINTIFF and/or other NON-EXEMPT AGGRIEVED EMPLOYEES were suffered, permitted, or required to work at least seven (7) days consecutively in a workweek, in violation of California law, including but not limited to Labor Code Section 551.

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, DEFENDANTS 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. [Plaintiff Example of...]

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.

DEFENDANTS' NON-EXEMPT AGGRIEVED EMPLOYEES worked in various positions. The nature of NON-EXEMPT AGGRIEVED EMPLOYEES' work reasonably permitted the use of seats. However, DEFENDANTS 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 DEFENDANTS to civil penalties under Labor Code sections 1199 and 2699. Each violation of each Labor Code section and IWC Wage Order provision, for each NON-EXEMPT AGGRIEVED EMPLOYEE, results in a separate civil penalty.⁹

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

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

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

As described above, DEFENDANTS willfully and systematically denied PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES of minimum and overtime wage compensation for all hours worked which resulted in the payment of less than statutorily required wages owed to

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

them. DEFENDANTS acted with the intent to deprive them of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled to under California law.

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

Failure to Pay Vested Vacation/Paid Time Off:

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

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

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

Upon separation of employment, NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' final paychecks were not timely provided 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 (including but not limited to, all owed vacation pay/paid time off paid at the final rate including non-discretionary compensation, including but not limited to, shift differentials).

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

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

Violation of Labor Code Section 208:

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

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

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

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

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

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

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

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

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

Based on information and belief, DEFENDANTS shifted the costs of doing business onto NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES by requiring them to pay for their business expenses including but not limited to, uniforms/work clothing/work shoes/personal protective/safety gear and the use of NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES' personal cell phones/mobile devices, internet and/or data usage for work-related purposes, including but not limited to, to receive and respond to work-related messages and/or phone calls. For example, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES were required to receive and respond to work-related calls and/or messages from supervisors and/or other NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES regarding scheduling and/or other work tasks but were not reimbursed by DEFENDANTS at all and/or in full for these business expenses. For example, PLAINTIFF was frequently required to respond to work-related calls/messages on his personal cell phone/mobile device, including but not limited to, throughout PLAINTIFF's shifts, however, DEFENDANTS did not provide PLAINTIFF with any reimbursement for this business use of PLAINTIFF's personal cell phone/mobile device.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES were not reimbursed for the cost of purchasing and/or maintaining their own hand tools and/or equipment required to perform their assigned job duties and/or for the costs of purchasing and/or maintaining work uniforms/clothing/shoes and/or protective gear (e.g.,

gloves and/or face masks). For example, PLAINTIFF had to purchase steel toed boots, safety vest(s) and/or other work clothing, uniforms, work shoes, and/or safety/protective equipment that DEFENDANTS required PLAINTIFF wear for work, however, DEFENDANTS did not provide PLAINTIFF with any and/or full reimbursement for these business expenses.

Based on information and belief, at times, NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES were not reimbursed for the business use of their personal vehicles, including mileage, wear and tear and/or cost of fuel when they were required to drive around and/or between job sites, and/or otherwise use their personal vehicles in carrying out the duties assigned by DEFENDANTS. As such, DEFENDANTS failed to compensate NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES at the legally mandated Internal Revenue Service (IRS) per mile compensation rates in effect during the relevant period.

As explained above, 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/work clothing/work shoes, personal protective/safety gear.

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

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

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

Unlawful Agreements/ 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, DEFENDANTS required PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to unlawful conditions of employment including but not limited to unlawful non-solicitation/non-compete agreements, unlawful confidentiality and/or

nondisclosure agreements, unlawful releases and/or waivers, unlawful forum selection clauses and/or choice of law provisions/agreements and/or unlawful criminal and/or financial checks as a condition of obtaining and/or continuing employment in violation of Labor Code section 432.5.

The California Labor Code places certain procedural and substantive limit 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, DEFENDANTS 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, DEFENDANTS 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, DEFENDANTS 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, DEFENDANTS violated Labor Code section 432.5.

Based on information and belief, DEFENDANTS also required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to provide ongoing

consent to DEFENDANTS 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, DEFENDANTS 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, DEFENDANTS 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, DEFENDANTS asked NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES about arrests not resulting in convictions on their employment application, in violation of California law.

Upon information and belief, DEFENDANTS, 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 their employment application in violation of California law.

By asking about arrests not resulting in convictions, DEFENDANTS violated Labor Code section 432.7. By asking about convictions at the application phase or prior to extending an employment offer, DEFENDANTS 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.

Unlawful PAGA Waiver

Additionally, DEFENDANTS violated Labor Code section 432.5 by requiring NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to other unlawful agreements, including but not limited to, an unlawful waiver of PAGA and or representative actions as a condition of employment.

An action pursuant to PAGA “...is a representative action on behalf of the state” *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87. It is well settled that agreements purporting to waive an employee’s right to a trial of PAGA claims is contrary to California law and unenforceable. *See Iskanian v CLS Transportation Los Angeles, LLC* (2014) 59 Cal. 4th 348, 384 (“We conclude that where, as here, an employment agreement compels the waiver of

representative claims under the PAGA, it is contrary to public policy and unenforceable as a matter of state law.”)

Moreover, the California Supreme Court has ruled that a court cannot compel arbitration of an aggrieved employee’s individual PAGA claim because there is no such thing as an individual PAGA claim. *Kim v Reins Int’l California, Inc.*, (2020) 9 Cal. 5th 73, 86-87 (“There is no individual component to a PAGA action because ‘every PAGA action ... is a representative action on behalf of the state.’”)

Upon information and belief, DEFENDANTS required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to waive their right to a trial of PAGA claims in violation of California law. By requiring NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree, in writing, to an unlawful PAGA waiver, DEFENDANTS required written agreement to an unlawful provision as a condition of employment which is a violation of labor code section 432.5.

As such, PLAINTIFF, 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 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 their 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, DEFENDANTS employed PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES subject to Labor Code sections 6400-6404, 6406, and 6407. At all relevant times, DEFENDANTS had and have a policy and practice of failing to furnish and use safety devices and/or provide reasonable access to sanitation facilities (including, but not limited to, toilet facilities) and/or otherwise comply with sanitation standards 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 DEFENDANTS had 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, DEFENDANTS had and have a policy and practice of failing or neglecting to: provide and use safety devices and/or provide reasonable access to sanitation facilities (e.g., toilet facilities) and/or otherwise comply with sanitation standards 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.

PLAINTIFF is informed and believes and thereon alleges that these failures include, without limitation, failing to implement and/or effectively administer a proper injury and illness prevention program; failing to disinfect time clocks and/or other surfaces after use by PLAINTIFF and/or other NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES; failing to provide adequate protection equipment (e.g., face masks) to

PLAINTIFF, other NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES; failing to provide adequate distance in working conditions between PLAINTIFF and/or other NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES; failing to provide PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES with adequate and readily accessible sanitation facilities, including but not limited to, washing facilities and/or toilet facilities and/or otherwise failing to comply with the sanitation standards as set forth in including but not limited to, Labor Code Section 2350 and California Code of Regulations, title 8, sections 3364, 3365 and 3366.

Based on information and belief, DEFENDANTS have a policy and practice of failing to provide adequate and readily accessible sanitation facilities, and to the extent sanitation facilities were provided/made accessible at all to PLAINTIFF and/or other NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES, a regular schedule for servicing, cleaning, and supplying for any sanitation 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 for use for each employee.

Based on further information and belief, to the extent sanitation facilities were provided/made accessible at all to PLAINTIFF, other NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES, DEFENDANTS failed to maintain facilities that complied with California law, including without limitation, Labor Code Section 2350 and California Code of Regulations, title 8, sections 3203, 3364, 3365 and 3366.

Moreover, at all relevant times, DEFENDANTS had a policy and practice of failing to give sufficient, adequate and proper notice to PLAINTIFF and/or other 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. PLAINTIFF is informed and believes that numerous employees contracted COVID-19 during the relevant time periods, but that DEFENDANTS failed to provide notice to employees. Based on further information and belief, DEFENDANTS do 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, DEFENDANTS had and have a policy and practice of failing within one business day after DEFENDANTS or a representative of DEFENDANTS received notice of potential exposure to COVID-19 to provide written notice to PLAINTIFF, other 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, DEFENDANTS had and have a policy and practice of failing within one business day after DEFENDANTS or a representative of DEFENDANTS received a notice of potential exposure to COVID-19 to provide PLAINTIFF and other 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, DEFENDANTS violated, without limitation, Labor Code sections 6409.6 and 6432.

At all relevant times, DEFENDANTS had and have a policy and practice of failing within one business day after DEFENDANTS or a representative of DEFENDANTS received a notice of potential exposure to COVID-19 to notify PLAINTIFF and other 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, DEFENDANTS violated, without limitation, Labor Code sections 6409.6 and 6432.

At all relevant times, DEFENDANTS had and have 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, DEFENDANTS violated, without limitation, Labor Code sections 6409.6 and 6432.

PLAINTIFF is informed and believes , and based thereon alleges that DEFENDANTS 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 for use by each employee.

PLAINTIFF is informed and believes and based thereon alleges that DEFENDANTS 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 PLAINTIFF and/or other 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, DEFENDANTS 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 DEFENDANTS' workplace safety plans and/or procedures to properly address hazards related to the COVID-19 virus.

As such, DEFENDANTS 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 DEFENDANTS' acts and omissions, DEFENDANTS violated Labor Code section 6400-6404, 6406-6407, and 6409.6 as to PLAINTIFF, NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES and is subject to civil penalties.

Conclusion

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

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

The purpose of this NOTICE is to satisfy the requirements created by Labor Code §§ 2699, 2699.3(a), 2699.3(b), 2699.3(c), and 2699.5, prior to seeking penalties and premium wages allowed by law for the aforementioned statutory violations in a civil action. We look forward to determining whether the LWDA intends to take any action in reference to these claims. We kindly ask that you respond to this NOTICE according to the time frame contemplated by the code. Likewise, PLAINTIFF 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, PLAINTIFF requests that the agency and division inform PLAINTIFF if they do not intend to investigate these violations so that PLAINTIFF 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, PLAINTIFF will seek these penalties in a civil action, on behalf of PLAINTIFF and all NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES of DEFENDANTS within one year of the date of this letter as allowed by law.

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

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

Thank you for your attention to this matter.

Best Regards,

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

Kiara Bramasco, Esq.
CROSNER LEGAL, PC

Thank you for submission of your PAGA Case.

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

Thu, Jul 13, 2023 at 5:28 PM

7/13/2023

LWDA Case No. LWDA-CM-968187-23
Law Firm : Crosner Legal
Plaintiff Name : Eduardo Gomez Fausto
Employer: East Coast/West Coast Logistics, LLC
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 4

Exhibit 5



Manny Martinez <manny@crosnerlegal.com>

Thank you for your Court Complaint Submission.

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

Thu, Sep 21, 2023 at 12:05 PM

09/21/2023 12:04:43 PM

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

Item submitted: Court Complaint

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

Exhibit 6

**Eduardo Gomez Fausto, et al. v. East Coast/West Coast Logistics LLC, et al.
(San Bernardino County Superior court Case No. CIVSB2322813)**

Crosner Legal Time Report

Tasks	Zachary Crosner	Jamie Serb	Nikki Trenner	Kiara Bramasco	Branden Hamilton
Pre-filing Case Investigation	4.6	0.0	0.0	2.7	10.2
Pleadings and Law and Motion	7.5	0.0	17.4	6.4	0.9
Discovery and Post-Filing Investigation	2.2	0.0	14.8	0.0	0.0
Court Appearances	0.0	0.0	1.7	0.0	0.0
Case Management; Litigation Strategy & Analysis	8.2	43.9	24.3	0.0	0.0
Mediation and Settlement	7.7	16.8	31.1	0.0	3.8
Total Hours	30.2	60.7	89.3	9.1	14.9
Hourly Rate	\$850	\$850	\$800	\$650	\$650
Lodestar	\$25,670	\$48,560	\$71,440	\$5,915	\$9,685

Fees Requested: \$346,843.33

Costs Requested: \$25,000.00

Total Hours: 204.2

Total Lodestar: \$161,270.00

Case Expense Sheet

Case Name :Gomez Fausto, Eduardo (00907) v. East Coast West Coast Logistics, LLC dba Gilbert USA / Workforce Enterprises WFE, Inc. / Consolidated Staffing Solutions, Inc.

Matter :00907-Gomez Fausto

Total Expense :\$17,704.53

	Date	Expense Category	Notes	Amount
1	3/31/2025	First Legal Fees	REJECTED STIPULATION - FL INV#10991753 2/25/25 17124136 DEF Crosner Legal PC San Bernardino Civil Base Chg : 12.95 12.95 9440 Santa Monica Blvd. Electronic Filing DIRECT eFILING BEVERLY HILLS CA 90210 DIRECT EFILING CA 00000 Caller: Mathew Adame CIVSB2322813 **Complex PAGA** Gomez Fausto -v- East Coast/West Stipulation and Order Received (Confidential) - \$20.00;P Env#: 11403242 Signed: Rejected Ref: 00907-FAUSTO	\$12.95
2	11/7/2024	Expert Fees	EXPERT FEES - BERGER CONSULTING - INV#13417 CK#VV1533 PAID ON 12/4/24	\$4,485.00
3	7/3/2023	Postage and Delivery Fees (Letterstream)	RECEIPT - Follow Up 226 LetterStream, Inc. 8551 East Anderson Dr Suite 108 Scottsdale, AZ 85255-5451 480-473-3282 07/03/2023 11:46:32 MST --- S A L E --- Merchant ID Batch ID Tran ID5321900 Acct #* Auth Code Ref # Total: \$71.16	\$71.16
4	5/24/2023	Postage and Delivery Fees (Letterstream)	RECEIPT - 226 Request LetterStream, Inc. 8551 East Anderson Dr Suite 108 Scottsdale, AZ 85255-5451 480-473-3282 05/24/2023 14:16:16 MST --- S A L E --- Merchant ID Batch ID Tran ID5186839 Acct #* Auth Code Ref # Total: \$19.56	\$19.56

5	7/13/2023	Postage and Delivery Fees (Letterstream)	RECEIPT- PAGA Notice Mailing LetterStream, Inc. 8551 East Anderson Dr Suite 108 Scottsdale, AZ 85255-5451 480-473-3282 07/13/2023 18:01:31 MST --- S A L E --- Merchant ID Batch ID Tran ID5358983 Acct #* Auth Code Ref # Total: \$147.30	\$147.30
6	7/13/2023	PAGA Notice Filing Fee (LWDA)	Case Number: LWDA-CM-968187-23 Order Number: ORD-000241438 Total:\$75.00 Card Type: Visa Date: 7/13/2023 Billing Information Name: Zachary Crosner Email: prelit@crosnerlegal.com Billing Address: 9440 Santa Monica Blvd. Beverly Hills, California 90210	\$75.00
7	7/28/2023	Postage and Delivery Fees (Letterstream)	RECEIPT - 2810.3 Notice LetterStream, Inc. 8551 East Anderson Dr Suite 108 Scottsdale, AZ 85255-5451 480-473-3282 07/28/2023 16:28:32 MST --- S A L E --- Merchant ID Batch ID Tran ID5411386 Acct #* Auth Code Ref # Total: \$130.41	\$130.41
8	9/30/2023	First Legal Fees	SERVICE - FL INV#10671315 9/21/23 5451284 B3D Crosner Legal PC WORKFORCE ENTERPRISES WFE, INC., a Base Chg : 113.50 9440 Santa Monica Blvd. 800 N Haven Ave., Ste 330 PDF/Ship : 31.20 144.70 PROCESS-BRANCH 3 DAYS BEVERLY HILLS CA 90210 ONTARIO CA 91764 Caller: Manny Martinez CIVSB2322813 EDUARDO GOMEZ FAUSTO, on behalf of the State of Ca Summons and Complaint, Clerk's Notice of Hearing, Certif AGENT: TED SALAC Env#: 9622568 Signed: Elizabeth Hernandez Ref: FAUSTO	\$144.70

9	9/30/2023	First Legal Fees	SERVICE - FL INV#10671314 9/21/23 5451283 3DP Crosner Legal PC CONSOLIDATED STAFFING SOLUTIONS, IN Base Chg : 82.00 9440 Santa Monica Blvd. 1109 W San Bernardino Rd PDF/Ship : 31.20 113.20 PROCESS-3 DAYS BEVERLY HILLS CA 90210 COVINA CA 91722 Caller: Manny Martinez CIVSB2322813 EDUARDO GOMEZ FAUSTO, on behalf of the State of Ca Summons and Complaint, Clerk's Notice of Hearing, Certif c/o JOSE NUNO LOPES Env#: 9622537 Signed: new address 5453934 Ref: FAUSTO	\$113.20
10	3/5/2024	Mediation Fee	MEDIATION - STEVEN J. ROTTMAN - INV#5052 - Check #VV1321 PAID ON 4/3/24	\$10,000.00
11	10/23/2023	First Legal Fees	POS - FL INV#10683855 10/17/23 5480460 DEF Crosner Legal PC San Bernardino Civil Base Chg : 9.50 9440 Santa Monica Blvd. Electronic Filing Addt'lChgs: 5.15 14.65 DIRECT eFILING BEVERLY HILLS CA 90210 DIRECT EFILING CA 00000 Caller: Manny Martinez CIVSB2322813 Complex Eduardo Gomez Fausto-v- East Coast/ We Proof of Service of Summons and Complaint Electronically Env#: 8420282 Signed: Accepted Ref: FAUSTO (00907)	\$14.65
12	9/23/2023	First Legal Fees	SUMMONS & COMPLAINT - FL INV#10669963 9/18/23 5446822 BFX Crosner Legal PC SBSC-SAN BERNARDINO Base Chg : 84.75 9440 Santa Monica Blvd. 247 WEST 3RD STREET PDF/Ship : 54.60 FILING-BRNCH PDF SAME DAY BEVERLY HILLS CA 90210 SAN BERNARDINO CA 92415 Adv/Wit Ck: 1435.00 Caller: Manny Martinez Check Chg : 57.40 1,631.75 None Fausto v. East Coast/West Coast Complaint Documents ADVANCE FEE Please file and advance all fees, including Signed: received Ref: FAUSTO (00907) Invoice Amount: 196.75 Fees Advanced: 1,435.00 : 1,631.75	\$1,631.75
13	9/30/2023	First Legal Fees	SERVICE - FL INV#10671321 9/25/23 5453934 3DP Crosner Legal PC CONSOLIDATED STAFFING SOLUTIONS, IN Base Chg : 82.00 9440 Santa Monica Blvd. 100 N Citrus St PDF/Ship : 31.20 113.20 PROCESS-3 DAYS BEVERLY HILLS CA 90210 WEST COVINA CA 91791 Caller: Manny Martinez CIVSB2322813 EDUARDO GOMEZ FAUSTO, on behalf of the State of Ca Summons and Complaint, Clerk's Notice of Hearing, Certif c/o JOSE NUNO LOPES Env#: 9639413 Signed: Jane Doe Employee Ref: FAUSTO	\$113.20

14	9/30/2023	First Legal Fees	SERVICE - FL INV#10671317 9/22/23 5452489 FNP Crosner Legal PC NEED IT NOW DELIVERY, INC. a New Yo Base Chg : 249.25 9440 Santa Monica Blvd. 37-18 57th St PDF/Ship : 31.20 280.45 PROCESS-FORWARD NEXT DAY BEVERLY HILLS CA 90210 Woodside NY 11377 Caller: Manny Martinez CIVSB2322813 EDUARDO GOMEZ FAUSTO, on behalf of the State of Ca Summons and Complaint, Clerk's Notice of Hearing, Certif THE CORPORATION Env#: 9629564 Signed: Barry Wolf, Manager Ref: FAUSTO	\$280.45
15	6/30/2025	First Legal Fees	11095321 DIREFIL Crosner Legal PC 9440 Santa Monica Blvd. #301 BEVERLY HILLS CA 90210 San Bernardino Civil Electronic Filing DIRECT EFILING CA 00000 00907 - FAUSTO Mathew Adame 12.95 0.00 0.00 0.00 0.00 5.95 0.00 0.00 0.00 20.00 0.80 CIVSB2322813 **Complex PAGA** Gomez Fausto -v- East Coast/West Coast Logisitics, LLC et al Proof of Service;JOINT STIPULATION TO CONTINUE CASE MANAGEMENT CONFERENCE; [PROPOSED] ORDER	\$39.70
16	8/26/2025	First Legal Fees	11146187, DIREFIL, San Bernardino Civil , CIVSB2322813 , **Complex PAGA** Gomez Fausto -v- East Coast/West Coast Logisitics, LLC et al , Proof of Service;Stipulation and Order Received (Confidential) - \$20.00	\$39.70
17	9/29/2025	First Legal Fees	11186997 DIREFIL San Bernardino Civil Electronic Filing DIRECT EFILING CA 00000 Mathew Adame CIVSB2322813 **Complex PAGA** Gomez Fausto -v- East Coast/West Coast Logisitics, LLC et al Proof of Service;Amended Complaint Filed	\$18.85
18	9/29/2025	First Legal Fees	11187008 DIREFIL San Bernardino Civil Electronic Filing DIRECT EFILING CA 00000 Mathew Adame CIVSB2322813 **Complex PAGA** Gomez Fausto -v- East Coast/West Coast Logisitics, LLC et al Proof of Service;Joint Case Management Conference Statement Filed Electronically	\$18.85
19	9/30/2023	First Legal Fees	SERVICE - FL INV#10669987 9/22/23 5452489 FNP Crosner Legal PC NEED IT NOW DELIVERY, INC. a New Yo Base Chg : 249.25 9440 Santa Monica Blvd. 37-18 57th St PDF/Ship : 31.20 280.45 PROCESS-FORWARD NEXT DAY BEVERLY HILLS CA 90210 Woodside NY 11377 Caller: Manny Martinez CIVSB2322813 EDUARDO GOMEZ FAUSTO, on behalf of the State of Ca Summons and Complaint, Clerk's Notice of Hearing, Certif THE CORPORATION Env#: 9629564 Signed: Barry Wolf, Manager Ref: FAUSTO	\$280.45
20	10/31/2024	First Legal Fees	FL Invoice 10908124 - JOINT STIPULATION TO CONTINUE POST MEDI	\$11.95
21	3/5/2025	First Legal Fees	FL Invoice 10980106 -stipulation to continue	\$42.75
22	2/25/2025	First Legal Fees	FL Invoice - 10991753 Stipulation and Order Received (Confidential) - \$20.00;P	\$12.95

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Total Expense: \$17,704.53