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7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF TULARE**

10 GUADALUPE BRISENO on behalf of the
State of California, and others similarly
situated and aggrieved,

11 Plaintiffs,

12
13 v.

14 PERFECTION PET FOODS, LLC, a
15 California Limited Liability Company;
VOLT INFORMATION SCIENCES, INC.,
16 a New York Corporation; VOLT
MANAGEMENT CORP., a Delaware
17 Corporation; and DOES 1-100, inclusive,

18 Defendants.

Case No.: VCU308266

Assigned for All Purposes to:
Hon. David Mathias
Dept. 1

DECLARATION OF JAMIE SERB IN
SUPPORT OF MOTION FOR APPROVAL
OF SETTLEMENT UNDER PRIVATE
ATTORNEY'S GENERAL ACT

Date: August 20, 2026
Time: 8:30 a.m.
Dept.: 1

1 **DECLARATION OF JAMIE SERB**

2 I, JAMIE SERB, declare as follows:

3 1. I am an attorney duly licensed to practice in California and before this Court, and I
4 am a partner with Crosner Legal, P.C., counsel of record for Plaintiff Guadalupe Briseno in the
5 above-captioned matter. If called to testify as to the facts within, I would and could competently do
6 so.

7 2. Attached hereto as Exhibit 1 is a true and correct, fully-executed copy of the Parties'
8 PAGA Settlement Agreement. Attached hereto as Exhibit 2 is a true and correct copy of the
9 proposed notice letter to the Aggrieved Employees. Attached hereto as Exhibit 3 is a true and correct
10 copy of Plaintiff Briseno's PAGA Notice Letter and proof of submission to the LWDA. Attached
11 hereto as Exhibit 4 is a true and correct copy of proof of submission of the operative complaint to
12 the LWDA. Attached hereto as Exhibit 5 is a true and correct copy of proof of submission of the
13 proposed settlement to the LWDA.

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

18 4. It is my understanding that Plaintiff Raymon Delayo presently is not represented by
19 counsel in this matter, although he approved of the settlement and executed the Settlement
20 Agreement. As the Court will recall, his prior counsel at Lawyers for Justice filed a motion to
21 withdraw as his counsel, which motion the Court granted on April 29, 2026. I also understand that
22 Mr. Delayo has filed a separate individual case against Defendants alleging various non-wage and
23 hour claims and that he is represented by the Kruger Law Firm in that matter. I have advised the
24 Kruger firm that Mr. Delayo is unrepresented in this matter and my office served these motion
25 papers on the Kruger firm and gave notice of the hearing on the motion, as reflected in the
26 accompanying proof of service.

27 //

28 //

1 **BACKGROUND**

2 5. Defendant Perfection Pet Foods, LLC (“Perfection”) is a large supplier of pet foods
3 and treats located in Visalia. Post Holdings, Inc., a consumer-packaged goods holding company,
4 acquired Perfection's assets in 2023. Defendant Volt is a staffing company that placed employees to
5 work at Perfection. Plaintiff Briseno was hired by Defendant Volt and assigned to perform work as
6 a dog food packer at Perfection from April 2023 through May 2023. Plaintiff Delayo was employed
7 by Perfection as an hourly-paid Machine Operator from approximately July 2022 to approximately
8 July 2023. While employed with Defendants, Plaintiffs allege they were subjected to a number of
9 wage and hour violations.

10 6. After notice to the LWDA and Defendants, and exhausting administrative
11 remedies, on November 8, 2023, Plaintiff Briseno commenced this action by filing her complaint
12 alleging causes of action against Defendants Perfection Pet Foods, Volt Information Sciences,
13 Inc., and Volt Management Corp. for violations of the PAGA. On April 22, 2024, and after notice
14 to the LWDA and Defendants and exhausting administrative remedies, Plaintiff Delayo filed his
15 representative complaint seeking PAGA civil penalties. Plaintiffs' complaint collectively alleged
16 wage and hour violations for: (1) Failure to Keep Accurate Records (Cal. Labor Code § 1174); (2)
17 Failure to Produce Records (Cal. Labor Code §§ 226(b)-(c), 432, and 1198.5); (3) Failure to
18 Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512); (4) Failure to Authorize and Permit Rest
19 Periods (Cal. Lab. Code § 226.7); (5) Failure to Provide Suitable Resting Facilities (IWC Wage
20 Order § 13(B), Cal. Lab. Code § 1198); (6) Failure to Pay Minimum and Overtime Wages (Cal.
21 Lab. Code §§ 218.5, 510, 511, 558, 558.1, 1194, 1197, 1198, and 1199); (7) Failure to Pay
22 Statutory Wages (Cal. Lab. Code § 223); (8) Failure to Pay Wages Due (Cal. Labor Code § 216);
23 (9) Failure to Reimburse Business Expenses (Cal. Lab. Code § 2800 and 2802); (10) Failure to
24 Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); (11) Unlawful Deductions
25 (Cal. Labor Code §§ 221-222); (12) Failure to Pay for Reporting Time (IWC Wage Order § 5,
26 Cal. Lab. Code § 1198); (13) Violation of California Day of Rest Law (Cal. Lab. Code §§ 551,
27 552); (14) Failure to Provide Suitable Seating (IWC Wage Order §§ 14(A-B), Cal. Lab. Code §§
28 1198, 1199); (15) Sick Leave and Supplemental Sick Leave Violations (Cal. Lab. Code §§ 233,

234, and 245-248.6); (16) Failure to Pay Vested Vacation Time (Cal. Labor Code § 227.3); (17) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (18) Failure to Pay Final Wages at Place of Discharge (Cal. Lab. Code § 208); and (19) Unlawful Agreements/Unlawful Inquiries into Criminal History (Cal. Lab. Code §§ 432.5, 432.7). Defendants deny Plaintiffs' collective allegations, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.

7. Ultimately, the Parties began meeting and conferring regarding discovery, potential law and motion, and other case management issues, and eventually agreed to attempt a global mediation. They also agreed to and did informally exchange information to permit both sides to evaluate Plaintiffs' allegations. Through this informal discovery, Defendants provided Plaintiffs' counsel with information and data including, inter alia, Plaintiffs' personnel files, the number of potential Aggrieved Employees, the number of aggregate pay periods, pay stubs and time records for a sampling of the Aggrieved Employees, and relevant policy documents regarding Defendant's time keeping and reporting policies and meal and rest break policies, among other pertinent materials.

8. In December 2024, the Parties mediated the case with Scott Radovich, Esq., a respected professional neutral with extensive class action/wage and hour experience. Before and during the mediation, Plaintiffs and their 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. After a contentious day of negotiations, the Parties reached agreement and subsequently formalized their tentative settlement in the Settlement Agreement now before the Court for approval. Plaintiff Briseno also filed a First Amended Complaint in this matter that added Plaintiff Delayo as a party-plaintiff and otherwise conformed the allegations in the operative complaint to the terms of the proposed settlement. Thereafter, counsel for Plaintiff Delayo filed a motion to withdraw as

1 counsel, which motion the Court granted on or about April 29, 2026. Plaintiff Delayo signed the
2 Settlement Agreement, however, even though he is not currently represented by counsel in this
3 matter

4 **SUMMARY OF SETTLEMENT TERMS**

5 9. Under the settlement, Defendants will pay a non-reversionary settlement amount of
6 \$300,000 (the “Gross Settlement Amount” or “GSA”). The GSA is inclusive of payments to the
7 LWDA and Aggrieved Employees, costs of settlement administration (estimated at no more than
8 \$6,000), and reasonable attorney’s fees and costs. Plaintiff Briseno’s counsel are requesting 35% of
9 the GSA (\$105,000.00) in fees and costs of 11,668.06, and will share any fees awarded with Plaintiff
10 Delayo's former counsel at the Lawyers for Justice pursuant to a written joint prosecution agreement.
11 Plaintiff Briseno requests a service award of \$10,000 and the Settlement Agreement provides for a
12 \$5,000 award for Plaintiff Delayo. After payment of settlement administration costs, both Plaintiffs’
13 service awards, and reasonable attorney’s fees and costs from the GSA, I estimate about
14 \$162,331.94 will remain (the “Net Settlement Amount” or “NSA”). Seventy-five percent of the
15 NSA (about \$121,748.95) will go to the LWDA, and the remaining 25% (about \$40,582.99) will be
16 distributed to the Aggrieved Employees in proportion to the total number of Pay Periods each
17 individual worked during the PAGA Period. I estimate the average award at about \$106.74 per
18 individual.

19 10. The Parties propose using Simpluris, Inc. as the Settlement Administrator. Simpluris
20 has extensive experience administering PAGA settlements, and has agreed to cap its fees at
21 \$6,000.00. Defendants will fund the GSA within 45 days of approval, and within 14 days of funding
22 Simpluris will mail a Notice and settlement check to all Aggrieved Employees via regular First-
23 Class U.S. Mail, using the most current, known mailing addresses identified in Defendants' records.
24 Aggrieved Employees need not submit claim forms and will automatically receive a Notice and
25 settlement check. Settlement checks will be negotiable for 180 days, after which time any unclaimed
26 residual funds will be forwarded to the California State Controller’s Unclaimed Property Fund.

27 11. The California Supreme Court has explained that a judgment in “a representative
28 action brought by an aggrieved employee under the Labor Code Private Attorneys General Act of

1 2004 ... is binding not only on the named employee plaintiff but also on government agencies and
2 any aggrieved employee not a party to the proceeding.” Arias v. Superior Court (2009) 46 Cal.4th
3 969, 985-86. Accordingly, the release in the Settlement Agreement narrowly releases only civil
4 penalty claims brought under PAGA. Under Arias, the order the Parties request the Court enter is
5 intended to be “binding not only on the named employee plaintiff but also on government agencies
6 and any aggrieved employee not a party to the proceeding.” The Settlement Agreement protects the
7 rights of the Aggrieved Employees to bring their own individual claims should they wish. For these
8 reasons, the Parties contend the release narrowly applies only to the PAGA claims alleged, and the
9 Settlement Agreement specifically provides the Release is inapplicable to any claims other than
10 those brought under PAGA.

11 **THE SETTLEMENT IS FAIR, ADEQUATE AND REASONABLE, FURTHERS THE**
12 **PURPOSES UNDERLYING PAGA, AND WARRANTS APPROVAL**

13 12. Plaintiffs first contend Defendants failed to pay all wages due because employees
14 lost several minutes of compensable time each shift while waiting in line to use the time clocks, and
15 they contend there were insufficient working time clocks available for the number of employees
16 needed to clock in at the same time. As a result, Plaintiffs allege that they and the Aggrieved
17 Employees were continually and systematically not paid for their actual work time.

18 13. Plaintiffs also allege employees did not receive compliant meal periods. Here,
19 Plaintiffs allege the applicable written policies were non-compliant as they allege the meal period
20 policy fails to set forth the number of meal periods non-exempt employees are entitled to per shift,
21 the length of each meal period, and the timing of meal periods. Further, even assuming that
22 Defendants’ meal period policies are legally compliant, Plaintiffs’ expert review of a 20% sampling
23 of Employees’ time and corresponding wage statements suggests there were substantial "de facto"
24 violations for late, short, missed, or exactly 30 minutes in length, meal periods, in about 57% of all
25 eligible shifts. Plaintiffs similarly contend Defendants failed to provide Plaintiffs and the Aggrieved
26 Employees with compliant rest periods for essentially the same reasons, and that anecdotal evidence
27 will show employees regularly missed rest breaks or received non-compliant breaks.

1 14. Plaintiffs next allege a failure to reimburse for business expenses, including use of
2 personal cell phones on company business, as Plaintiffs claim they had to use their own phones to
3 communicate with supervisors and others for work purposes. Plaintiffs also allege they had to
4 purchase steel-toed boots to wear while working but received no reimbursement.

5 15. Plaintiffs also bring claims derivative of the foregoing claims, including a derivative
6 wage statement claim based on the failure to pay all wages due, and failure to pay all wages due and
7 owing upon separation of employment under Labor Code §§ 201-203.

8 16. During settlement negotiations, Defendants indicated they employed approximately
9 382 non-exempt employees who worked at a Perfection facility in California during the relevant
10 time frame, and these individuals worked approximately 22,991 Pay Periods during that time. Based
11 on the data provided by Defendants, Plaintiffs estimated Defendant's maximum PAGA exposure at
12 approximately \$10,486,200 million, including approximately \$2,291,100 on the unpaid wage/off
13 the clock claims, about \$1,305,900 on the meal period claims, \$2,291,100 on the rest period claims,
14 \$2,291,100 on the wage statement claims, and about \$15,900 in civil penalties for failing to timely
15 pay wages on separation of employment.

16 17. We calculated these amounts as follows:

17 **Unpaid Wages/Off the Clock**

18 22,991 pay periods * 100% violation rate * \$100/violation = \$2,291,100

19 **Meal Period Violations**

20 22,991 pay periods * 57% violation rate * \$100/violation = \$1,305,900

21 **Rest Period Violations**

22 22,991 pay periods * 100% violation rate * \$100/violation = \$2,291,100

23 **Expense Reimbursement**

24 22,991 pay periods * 100% violation rate * \$100/violation = \$2,291,100

25 **Wage Statement Violations**

26 22,991 pay periods * 100% violation rate * \$100/violation = \$2,291,101

27 **Waiting Time Penalties**

28 159 former employees * 1 violation/employee * \$100/violation = \$15,900

1 18. In response to Plaintiffs' unpaid wage/off the clock claims, Defendants argued their
2 time keeping and payroll policies fully comply with California and that they paid Plaintiffs and the
3 Aggrieved Employees for all hours worked the correct rates of pay. Defendants further argued that
4 their written policies strictly prohibited off the clock work, and to the extent any such work occurred
5 it was against company policy performed without authorization and without the company's
6 knowledge. Defendants also argued there were ample time clocks available and clocking in/out was
7 simple, straightforward process that took minimal time.

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

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

23 21. On the expense reimbursement claims, Defendants argued there would be no need
24 for employees working on the production line, packaging lines, etc. to ever use their personal phones
25 while working for safety reasons, among others. Defendants argued once again that using phones
26 while on the clock was against company policy and to the extent it happened for some reason it
27 would have been purely for personal convenience rather than business necessity and accordingly no
28 reimbursement is owed under Labor Code § 2802. Defendants also noted employees only were

1 required to wear ordinary every day boots that could be used at any other job, and were not obligated
2 to purchase any special boots or equipment.

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

10 23. Defendants also emphasized PAGA gives the Court wide latitude to reduce the
11 amount of civil penalties “based on the facts and circumstances of a particular case” if “to do
12 otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” Labor
13 Code § 2699(h). I am aware of multiple state and federal courts in California that have applied
14 significant reductions to PAGA civil penalties even after plaintiffs prevailed on the merits, and we
15 accounted for this possibility in evaluating the settlement.

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

24 25. Although Plaintiff Briseno and I believe we could have prevailed, there was no such
25 guarantee. When the risks of overcoming a manageability defense, prevailing at trial on the merits
26 on all claims, securing the maximum theoretical civil penalties, and appellate risks all are factored
27 into the equation, the settlement value is reasonable and supported. Of course, to recover anywhere
28 near the maximum penalties Plaintiffs would have to shoot the moon and win both liability and

1 maximum penalties on all claims for every single pay period at issue, which outcome, for the reasons
2 discussed, is unlikely. After evaluating Defendants various procedural and merits defenses, of which
3 there are many, as well as the substantial penalty reductions ordered in the cases above – which
4 occurred after trial – the proposed settlement is reasonable.

5 **SUBMISSION TO THE LWDA**

6 26. My office timely served the LWDA with the Settlement Agreement and this
7 Motion, and notified the LWDA of this approval hearing as reflected in Exhibit 5 hereto.

8 **PLAINTIFFS' ENHANCEMENTS ARE REASONABLE**

9 27. Pursuant to the Settlement Agreement, Plaintiff Briseno seeks an incentive award of
10 \$10,000. This request is reasonable given her efforts in the litigation and the risks she undertook on
11 behalf of the Aggrieved Employees. Additionally, by contacting and retaining counsel to pursue
12 these claims, she made this settlement possible for the other Aggrieved Employees and the LWDA,
13 while shouldering the risk of being liable for Defendants' litigation costs if unsuccessful. Plaintiff
14 Briseno also exposed herself to unwanted notoriety related to filing a public lawsuit (discoverable
15 even through a simple google search) for the benefit of other employees, placing her at risk of
16 discrimination by future prospective employers. Among taking many other actions assisting in the
17 successful litigation of this case, Plaintiff Briseno provided substantial factual information to
18 counsel, participated in numerous phone calls and meetings with counsel to discuss the case, and in
19 general kept up to speed and informed on the case's progress. The incentive payments to Plaintiff
20 Briseno are appropriate and justified as part of the Settlement. I also note the Settlement Agreement
21 provides for a \$5,000 enhancement to Plaintiff Delayo.

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

23 28. Under the terms of the Settlement Agreement, I respectfully request an award of
24 attorney's fees to Crosner Legal and Lawyers for Justice equal to 35% of the total settlement
25 amount, or \$105,000. A common fund attorney fee award is consistent with what courts have
26 awarded Plaintiffs' counsel in other representative actions, and is favored by California courts
27 when a fund established for the common benefit of others is involved, such as here. Crosner Legal
28 will share any fees awarded with Lawyers for Justice, Plaintiff Delayo's former counsel, with 35%

1 to Lawyers for Justice and 65% to Crosner Legal. Both plaintiffs have been informed of the fee
2 split and consented thereto in writing.

3 29. There are several additional factors why I believe that the Court should award 35%
4 of the common fund as a reasonable attorney's fee. First, our efforts resulted in a common fund
5 settlement amount of \$300,000.00, which for the reasons explained, is fair and reasonable in light
6 of the risks/defenses Defendants raised in litigation and threatened to raise at trial and in post-trial
7 appeals. Further, this is a significant sum that furthers the purposes underlying PAGA such as
8 augmenting the state's enforcement capabilities, encouraging compliance with Labor Code
9 provisions, and deterring future non-compliance. This result was achieved by the work and success
10 of this office, who negotiated the settlement after extensive preparation, informal discovery, and an
11 adversarial mediation.

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

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

20 32. I am a partner with Crosner Legal and head of the firm's Wage & Hour practice
21 group. I graduated from the University of California, San Diego in 2004 and graduated from
22 California Western School of Law in 2013, and have been a member of the California Bar since
23 2013. I gained extensive experience in wage and hour litigation, beginning work as a class action
24 attorney in 2015 at the Mara Law Firm, PC (previously Turley & Mara Law Firm, APLC; Turley
25 Law Firm, APLC). I have handled wage and hour class actions and PAGA lawsuits for some 10
26 years and have assisted in obtaining millions of dollars for employees during my years of practice.

27 33. Zach Crosner is a 2010 graduate of University San Diego School of Law, and has
28 some 15 years of experience as a practicing attorney, all of which have focused on litigation of

1 employment, labor law, consumer, and class action claims. Following graduation, he immediately
2 began working for a nationally recognized plaintiff's complex litigation firm, CaseyGerry, where
3 he had the fortune of working directly with past presidents of the consumer attorneys and
4 recipients of trial attorneys of the year awards. He also worked for former CAALA and CLAY
5 trial attorney of the year recipient, attorney Conal Doyle, as his sole associate attorney. During
6 his tenure at these firms, he focused on advocating for the rights of consumers and employees in
7 class action litigation, civil rights and employment litigation, catastrophic injuries, insurance bad
8 faith and appellate litigation.

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

16 35. Mr. Crosner currently is an executive board member of the Wage and Hour
17 Committee and the Legislative Committee for the California Employment Lawyers Association;
18 a member of the Grassroots Advocacy Team for the National Employment Lawyers Association;
19 Wage and Hour Committee member and Class Action Committee member for the National Trial
20 Lawyers; a member of the American Association for Justice; and member of the Pound Civil
21 Justice Institute. He was selected for 2018-23 by Super Lawyers as a "Southern California Rising
22 Star" for employment and labor law.

23 36. Sepideh Ardestani She is a former associate and partner with Crosner Legal, and
24 was with the firm from 2021 to 2026. She graduated from the University of California, Los
25 Angeles in 2004 with a bachelor's in science, obtained a J.D. from Whittier Law School in 2009,
26 and earned a masters in law from Santa Clara University School of Law in 2010. She has been a
27 member of the California Bar since 2010 and has extensive experience in employment matters,
28 including wage and hour litigation. She worked as a wage and hour class action attorney at Gaines

1 & Gaines, APLC from 2012 through 2021 and, prior to joining Gaines & Gaines worked at Sirkin
2 Law Group as a litigation associate from 2010-2012. She has solely handled employment, wage
3 and hour class actions, and PAGA lawsuits for the past 13 years. She was selected for 2020-2021
4 by Super Lawyers as a “Southern California Rising Star” for employment and labor law.

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

11 38. Kiara Bramasco received her undergraduate degree, magna cum laude, from Loyola
12 Marymount University in Political Science, and then received her JD from Loyola Law School in
13 2018. She then spent several years with well-known plaintiff’s firm Moss Bollinger, first as a law
14 clerk and then as an associate, where her practice focused on employment law, particularly wage
15 and hour class action and PAGA litigation. She joined Crosner Legal in 2021 and now is a partner
16 and heads the Pre-Litigation department.

17 39. Crosner Legal, P.C. has obtained a number of multi-million dollar wage and hour
18 class action settlements while serving as lead class counsel in recent years, including but not limited
19 to a \$1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America,*
20 *Inc.*, Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a \$4.1 million wage and hour class action
21 settlement in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252
22 (Sacramento Cty. Super Ct.)); a \$1.35 million wage and hour class action settlement in 2017
23 (*Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)), a
24 \$1.8 million wage and hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises, Inc.*
25 *dba American Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a \$1.3 million wage and
26 hour class action settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-2160 JGB
27 (C.D. Cal.)), a \$1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v. Wyndham*
28 *Vacation Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.)), a \$1.15 million

1 wage and hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*, Case No. 4:18-
2 CV-04864-YGR (N.D.Cal.)); a \$7.25 million wage and hour class action settlement in 2020 in
3 *Avina, et al. v. First Alarm Security & Patrol, Inc.*, Case No. 18CV323753 (Santa Clara Cty. Super
4 Ct.); a \$2.2 million wage and hour class action settlement in 2021 (*Ghorchian, et al. v. West Hills*
5 *Hospital, et al.*, Case No. LS029737 (Los Angeles Cty. Super. Ct.)); a \$2.85 million dollar wage
6 and hour settlement in 2021 (*Valencia v. The Original Mowbray's Tree Service, Inc.*, Case No.
7 CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a \$1 million wage and hour class action
8 settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No. 21CV382467 (Santa Clara Cty. Super.
9 Ct.)), a \$1.4 million wage and hour class action settlement in 2023 in *Correa, et al. v. FedEx Supply*
10 *Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino Cty. Super. Ct.), a \$2.38 million wage and
11 hour class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*, Case No.
12 21STCV00925 (Los Angeles Cty. Super. Ct.); a \$2.5 million wage and hour class action settlement
13 in 2023 in *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino Cty. Super.
14 Ct.); \$1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo Autism*
15 *Therapy*, Case No. CGC-21-596378 (San Francisco Cty. Super. Ct); and a \$1.15 million wage and
16 hour PAGA settlement in 2023 in *Vaughn v. Public Health Foundation Enters., Inc.*, Case No.
17 21STCV18512 (Los Angeles Cty. Super. Ct.); a \$1.5 million wage and hour class action settlement
18 in *McKinnie v. Iron Mountain*, Case No. 21STCV05707 (Los Angeles Cty. Super. Court); a \$1.3
19 million wage and hour class action settlement in *Ellsworth, et al. v. Hallcon*, Case No.
20 20STCV06618 (Los Angeles Cty. Super. Court); a \$1.925 million wage and hour class settlement
21 in 224 in *Lo v. Cyberpower, Inc.*, Case No. 21STCV31479 (Los Angeles Cty. Super. Ct); a \$1.19
22 million dollar wage and hour class action settlement in 2024 in *Herrera v. Signature Flight Support*
23 *LLC*, Case No. 22STCV18367 (Los Angeles Cty. Super. Ct.); a \$2.65 million wage and hour class
24 action settlement in 2024 in *Shilevinatz v. Airport Terminal Services*, Case No. CIVSB2229072 (San
25 Bernardino Cty. Super Ct.) and a \$1 million wage and hour class action settlement in 2025 in
26 *Hernandez v YZER, LLC*, Case No. 23CV025345 (Alameda Cty. Superior Ct).

27 40. Based upon the qualifications and experience set forth above, the following hourly
28 rates are reasonable for attorneys practicing in this area of the law in California: Zachary M. Crosner

1 \$850/hour, Jamie K. Serb and Sepideh Ardestani \$800/hour, Kiara Bramasco \$650/hour, and
2 Branden Hamilton \$600/hour.

3 41. I request the Court apply the above hourly billing rates in this case, as it reasonable
4 in the California legal market for attorneys handling wage and hour class and PAGA actions. I have
5 personal knowledge of the hourly rates charged by a number of plaintiff-side wage and hour class
6 action firms in major California legal markets for partner-level attorneys with experience
7 comparable to mine. These rates have ranged from \$750 to \$900 per hour for calendar years 2018-
8 2023. Some examples include attorney Ron Makarem of Makarem & Associates in Los Angeles,
9 with 28 years of experience, \$900/hour (2023), Matthew Matern of Matern Law Group in Los
10 Angeles, with approximately 26 years of experience \$850/hour (2018); Craig Ackermann of
11 Ackermann & Tilajef, PC in Los Angeles with approximately 25 years of experience \$850/hour
12 (2021), Michael Singer and Isam Khoury of Cohelan Khoury & Singer in San Diego, 35 years and
13 45 years of experience respectively, both \$825/hour (2018), Zachary Crosner of Crosner Legal PC
14 in Los Angeles, 13 years of experience \$750/hour (2022), and James Kawahito of Kawahito Law
15 Group in Los Angeles, with approximately 16 years of experience \$750/hour (2020).

16 42. The requested rates also comport with the adjusted Laffey Matrix, which provides
17 that reasonable hourly rates for attorneys with 10+ years of experience, such as Mr. Crosner and
18 myself, are well over \$800/hour. The adjusted Laffey Matrix may be found at
19 <http://www.laffeymatrix.com/see.html>.

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

1 44. For all of the above reasons, a common fund fee award here in the amount of 35%
2 of the \$300,000 common fund, or \$105,000, is fair and reasonable.

3 45. I have reviewed the work performed on the case and the billing inputted, and the
4 hours worked on this case by Crosner Legal total 166.9 attorney hours. Accordingly, Crosner
5 Legal's lodestar totals approximately \$130,740.00, exclusive of estimated time for attending the
6 hearing on the approval motion and time to be incurred thereafter to implement and administer the
7 settlement. The aggregated lodestar is summarized in Exhibit 6 hereto. On a lodestar basis, the
8 requested fees are actually less than the unadorned lodestar, and accordingly there is no request to
9 apply a lodestar modifier.

10 46. We have represented Plaintiffs for some two years with respect to this matter and has
11 expended a significant amount of time and resources in that representation. Crosner Legal agreed to
12 litigate this case on a purely contingent basis and in so doing assumed considerable risk of non-
13 payment for its fees and costs, as discussed above, and as is the case with these matters in general.
14 Under all relevant factors (as outlined herein and in the accompanying memorandum), I respectfully
15 request the Court award the requested fees of \$105,000 based on the common fund theory with a
16 corresponding lodestar cross-check and no lodestar enhancement.

17 47. I also request reimbursement of Crosner Legal's actual out-of-pocket expenses
18 incurred to prosecute this action. These expenses were incidental and necessary to the effective
19 representation of the employees.

20 48. Crosner Legal's total costs are \$11,668.06 to, including court filing/service of
21 process fees, mediation fees, expert witness fees, and postage. The requested costs are reasonable
22 and uncontested and should be approved and a true and correct itemization of Crosner Legal's costs
23 and expenses incurred is set forth below:

Expense Category	Amount
Court Filing Fees/Service of Process/Attorney Service	\$2,970.15
Mediation Fees	\$1,750.00
Expert Witness Fees	\$6,435.00

PAGA Filing Fee	\$75.00
Postage	\$437.91
Total Costs and Expenses	\$11,668.06

I therefore request the Court approve reimbursement of total costs of \$11,668.06 to Crosner Legal.

49. For the foregoing reasons, it is respectfully requested that the Court approve the settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on June 22, 2026, at Santee, California.

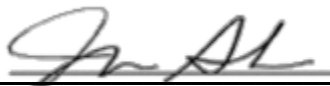

Declarant

Exhibit 1

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT

This Private Attorneys General Act Settlement Agreement (“Agreement,” “Settlement,” or “Settlement Agreement”) is made by and between plaintiffs Guadalupe Briseno (“Briseno”) and Raymond Delayo (“Delayo”) (collectively “Plaintiffs”) and defendants Perfection Pet Foods, LLC, Post Brands Pet Care, LLC, Volt Information Sciences, Inc., and Volt Management Corp. (collectively “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means Briseno’s lawsuit filed on November 8, 2023 asserting claims against Defendants Perfection Pet Foods, LLC, Volt Information Sciences, Inc., and Volt Management Corp. under the Private Attorneys General Act, California Labor Code § 2698, *et seq.* (“PAGA”) entitled *Guadalupe Briseno v. Perfection Pet Foods, LLC, et. al.*, case number VCU308266 (“Briseno Action”), pending in Superior Court of the State of California, County of Tulare, and Delayo’s PAGA lawsuit filed on April 22, 2024 against Defendants Perfection Pet Foods, LLC and Post Brands Pet Care, LLC entitled *Raymond Delayo v. Perfection Pet Foods, LLC, et. al.*, case number VCU308280 (“Delayo Action”), pending in Superior Court of the State of California, County of Tulare.
- 1.2. “Administrator” or “Simpluris” means Simpluris, Inc., the third-party entity the Parties have agreed to administer the Settlement.
- 1.3. “Administration Costs” means the costs and expenses of the Settlement Administrator, as approved by the Court, not to exceed \$6,000.
- 1.4. “Aggrieved Employee” means all persons currently or formerly employed by Defendants either directly or through a staffing agency as hourly-paid, non-exempt employees who worked for a Perfection Pet Foods, LLC facility in California during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means the following information for each Aggrieved Employee: full name, last-known mailing address, Social Security number, number of PAGA Pay Periods during the period August 30, 2022 to December 9, 2024, and number of PAGA Pay Periods during the PAGA Period.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using the National Change of Address database, and/or direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Approval Order” means the Court’s order granting Approval of the Settlement.
- 1.8. “Court” means the Superior Court of California, County of Tulare.

- 1.9. “Defense Counsel” means Ian B. Wieland, David G. Litman, and Megan K. Dutra of Sagaser, Watkins & Wieland, P.C., and Michael A. Gregg and Jackson A. Zimmerman of Littler Mendelson, P.C.
- 1.10. “Effective Date” means the date when the Court enters an order and judgment approving the Settlement.
- 1.11. “Gross Settlement Amount” means \$300,000.00 which is the total amount Defendants agree to pay under the Settlement except as provided in Section 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Payment, and the Administration Costs.
- 1.12. “Individual PAGA Payment(s)” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13. “Judgment” means the judgment that is contemplated to be entered by the Court based upon the Court’s approval of the Settlement.
- 1.14. “LWDA” means the California Labor and Workforce Development Agency.
- 1.15. “LWDA PAGA Payment” means the 75% of the PAGA Penalties to be paid to the LWDA under former Labor Code section 2699, subd. (i).
- 1.16. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Payment, and the Administration Costs. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.17. “Notice of PAGA Settlement” means the letter, substantially similar to the form attached hereto as **Exhibit A**, explaining to the Aggrieved Employees why they are receiving a settlement check, which will accompany each settlement check.
- 1.18. “PAGA Counsel” means Zachary M. Crosner, Jamie K. Serb, Sepideh Ardestani of Crosner Legal, P.C. and Arby Aiwasian, Joanna Ghosh, Brian J. St. John, and Erica Stepanian of Lawyers for Justice, PC, the attorneys representing the Plaintiffs in the Actions.
- 1.19. “PAGA Counsel Fees Payment” means the amounts allocated to PAGA Counsel for payment of reasonable attorneys’ fees for prosecuting the Actions, in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount.

- 1.20. “PAGA Counsel Litigation Expenses Payment” means the actual expenses and costs of litigation incurred by PAGA Counsel to prosecute the Action and approved for reimbursement by the Court.
- 1.21. “PAGA Pay Period” means any pay period during which an Aggrieved Employee was employed by Defendants either directly or through a staffing agency as an hourly-paid, non-exempt employee and worked for a Perfection Pet Foods, LLC facility in California for at least one day during the PAGA Period.
- 1.22. “PAGA Period” means the period from August 30, 2022 to December 9, 2024, or such earlier end date pursuant to Section 8.
- 1.23. “PAGA” means the Private Attorneys General Act, California Labor Code § 2698. et seq.. Unless otherwise specified, all citations and references to the PAGA statute are to the version of the statute prior to the amendment effective July 1, 2024; the amended statute does not apply to the Action and the Settlement pursuant to California Labor Code section 2699(v), as amended, because each and every PAGA Notice was submitted to the LWDA before June 19, 2024.
- 1.24. “PAGA Notice” means Briseno’s August 30, 2023 letter and Delayo’s February 14, 2024 letter to Defendants and the LWDA providing notice pursuant to California Labor Code section 2699.3, subd.(a).
- 1.25. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA, in settlement of PAGA claims.
- 1.26. “PAGA Representatives” means the named Plaintiffs in the Actions.
- 1.27. “PAGA Representative Payment” means the payment to the PAGA Representatives for initiating the Action and providing services in support of the Actions.
- 1.28. “Plaintiffs” means Guadalupe Briseno and Raymond Delayo, the named plaintiffs in the Actions.
- 1.29. “Released PAGA Claims” means the claims being released by the Plaintiffs, the State of California with respect to all Aggrieved Employees, and all Aggrieved Employees, as described in Section 5 below.
- 1.30. “Released Parties” means: Defendants and each of their former and present parents, subsidiaries, and/or affiliated companies and entities, and their current, former, and future owners, officers, directors, members, managers, employees, consultants, partners, affiliates, subsidiaries, shareholders, attorneys, insurers, joint venturers and agents, successors, assigns, and/or legal representatives.

- 1.31. “Defendants” means named defendants Perfection Pet Foods, LLC, Post Brands Pet Care, LLC, Volt Information Sciences, Inc., and Volt Management Corp.

2. RECITALS.

- 2.1. On November 8, 2023, Briseno commenced the *Briseno* Action by filing a complaint alleging a cause of action pursuant to PAGA against Defendants Perfection Pet Foods, LLC, Volt Information Sciences, Inc., and Volt Management Corp. for various California Labor Code and Industrial Welfare Commission (“IWC”) Wage Order violations including, (1) Failure to Keep Accurate Records (Cal. Labor Code § 1174); (2) Failure to Produce Records (Cal. Labor Code §§ 226(b)-(c), 432, and 1198.5); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512); (4) Failure to Authorize and Permit Rest Periods (Cal. Lab. Code § 226.7); (5) Failure to Provide Suitable Resting Facilities (IWC Wage Order § 13(B), Cal. Lab. Code § 1198); (6) Failure to Pay Minimum and Overtime Wages (Cal. Lab. Code §§ 218.5, 510, 511, 558, 558.1, 1194, 1197, 1198, and 1199); (7) Failure to Pay Statutory Wages (Cal. Lab. Code § 223); (8) Failure to Pay Wages Due (Cal. Labor Code § 216); (9) Failure to Reimburse Business Expenses (Cal. Lab. Code § 2802); (10) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); (11) Unlawful Deductions (Cal. Labor Code §§ 221-222); (12) Failure to Pay for Reporting Time (IWC Wage Order § 5, Cal. Lab. Code § 1198); (13) Violation of California Day of Rest Law (Cal. Lab. Code §§ 551, 552); (14) Failure to Provide Suitable Seating (IWC Wage Order §§ 14(A-B), Cal. Lab. Code §§ 1198, 1199); (15) Sick Leave and Supplemental Sick Leave Violations (Cal. Lab. Code §§ 233, 234, and 245-248.6); (16) Failure to Pay Vested Vacation Time (Cal. Labor Code § 227.3); (17) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (18) Failure to Pay Final Wages at Place of Discharge (Cal. Lab. Code § 208); and (19) Unlawful Agreements/Unlawful Inquiries into Criminal History (Cal. Lab. Code §§ 432.5, 432.7).
- 2.2. On April 22, 2024, Delayo commenced the *Delayo* Action by filing a complaint alleging a cause of action against Defendants Perfection Pet Foods, LLC and Post Brands Pet Care, LLC pursuant to PAGA for *inter alia*, failing to pay overtime and minimum wages, failing to provide compliant meal and rest periods and associated premiums, failing to pay timely wages during employment and upon termination of employment, failing to provide complete and accurate itemized wage statements, failing to keep complete and accurate payroll records, and failing to reimburse necessary business-related expenses and costs. It should be noted Delayo was not employed by Volt Information Sciences, Inc. or Volt Management Corp.
- 2.3. Parties hereby stipulate that Briseno shall amend her complaint to add Delayo as a second representative plaintiff and add his allegations to the *Briseno* Action, by filing the Plaintiffs’ Representative First Amended Complaint for Violation of the Private Attorneys General Act, Cal. Labor Code Sections 2698, et seq., and that upon its filing it shall be the operative complaint in the Action (the “Operative Complaint.”).

- 2.4. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.
- 2.5. Pursuant to California Labor Code section 2699.3, subd. (a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.6. On December 9, 2024, the Parties participated in an all-day mediation presided over by Scott Radovich, Esq. While the case did not settle at mediation, the Parties continued negotiations with Mr. Radovich, which led to this Agreement to settle the Actions.
- 2.7. Prior to mediation, Plaintiffs obtained, through informal discovery, *inter alia*, their employment records, a 20% sampling of time and corresponding pay records, and employee handbooks in effect during PAGA Period.
- 2.8. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Section 8 below, Defendants promise to pay \$300,000.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Section 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, to the extent approved by the Court:
 - 3.2.1. To Plaintiffs: A PAGA Representative Payment to Plaintiff Briseno of not more than \$10,000.00 and a PAGA Representative Payment to Plaintiff Delayo of not more than \$5,000.00 (in addition to any Individual PAGA Payment the Plaintiffs are entitled to as an Aggrieved Employee). Defendants will not oppose Plaintiffs' request for a PAGA Representative Payment that does not exceed these amounts. As part of the Settlement approval motion, Plaintiffs and/or PAGA Counsel will request approval for PAGA Representative Payments. If the Court approves PAGA Representative Payments in amounts that are less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the PAGA Representative Payments using IRS Form 1099. Plaintiffs assume full responsibility and

liability for employee taxes owed on the PAGA Representative Payments.

- 3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35% which is currently estimated to be \$105,000.00 (if the Gross Settlement Amount remains \$300,000.00) and PAGA Counsel Litigation Expenses Payment of not more than \$40,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. As part of the Settlement approval motion, Plaintiffs and/or PAGA Counsel will request approval for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3. To the Administrator: Administration Costs to the Administrator not to exceed \$6,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$6,000.00, the Administrator will allocate the remainder to the Net Settlement Amount.
- 3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties is the Gross Settlement Amount less the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Payments, and the Administration Costs, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.
- 3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods credited to all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. The Administration will report one hundred percent (100%) of each Individual PAGA Payment as penalties on an IRS Form 1099. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- 3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement

Amount.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Preliminary Aggrieved Employee and Pay Periods Counts. Based on Defendants' records, Defendants represent that there were 382 Aggrieved Employees who worked a total 22,991 PAGA Pay Periods for the period August 30, 2022 to December 9, 2024.
- 4.2. Aggrieved Employee Data. Within 30 calendar days of the Effective Date, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to the Administrator's employees who need access to the Aggrieved Employee Data to administer this Agreement. Defendants have a continuing duty to immediately notify the Administrator and PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Parties will meet and confer to determine whether corrected or updated Aggrieved Employee Data requires that the Parties obtain a modification of the order granting approval of the Settlement and/or judgment. The Administrator shall not share the Aggrieved Employee Data with PAGA Counsel. The Administrator shall advise counsel for the Parties whether or not the Escalator Threshold has been exceeded, and Parties shall determine whether the Settlement will be adjusted in accordance with Section 8 below, no later than 10 calendar days after receiving the Aggrieved Employee Data. If the Parties adjust the Settlement in accordance with Section 8 below, namely if the Gross Settlement Amount is increased or if the PAGA Period is shortened, then, the Parties will enter into a stipulation, that will be filed with the Court, seeking an order modifying the order and judgment granting approval of the Settlement, to accord with the modified Settlement.
- 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 45 calendar days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will transmit payments for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs, the PAGA Representative Payments, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The

Administrator will cancel all checks not cashed, deposited, or otherwise negotiated by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.4.2. The distribution of Individual PAGA Payments shall be accompanied by the Notice of PAGA Settlement.
- 4.4.3. The Administrator must conduct an Additional Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered within 90 days of original mailing, without USPS forwarding address. Within 7 days of receiving a returned check (as long as the check was returned within 90 days of original mailing) the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Additional Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced as requested by the Aggrieved Employee prior to the void date.
- 4.4.4. For any Aggrieved Employee whose Individual PAGA Payment check is not cashed, deposited, or otherwise negotiated and which is canceled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Division in the name of the Aggrieved Employee.
- 4.4.5. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Plaintiffs and the State of California with respect to all Aggrieved Employees will release claims against all Released Parties as follows:

- 5.1 Plaintiffs' Release. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiffs and their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to all claims that were, or reasonably could have been, alleged based on the factual allegations in the Operative Complaint in the Action and the PAGA Notice ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law

that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them. Any and all individual claims for wrongful termination, discrimination, and retaliation arising under federal, state, or local law, are explicitly excluded from Plaintiffs' Release as to Plaintiff Raymond Delayo only. This exclusion applies solely to Plaintiff Delayo's individual relief and does not extend to any representative or PAGA claims, which remain fully released.

- 5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

Release by State of California and Aggrieved Employees: Effective on the date when Defendants fully fund the entire Gross Settlement Amount, the State of California with respect to all Aggrieved Employees and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were, or reasonably could have been, alleged based on the factual allegations in the Operative Complaint in the Action and the PAGA Notice, including and not limited to for alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders for: (1) Failure to Keep Accurate Records (Cal. Labor Code § 1174); (2) Failure to Produce Records (Cal. Labor Code §§ 226(b)-(c), 432, and 1198.5); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512); (4) Failure to Authorize and Permit Rest Periods (Cal. Lab. Code § 226.7); (5) Failure to Provide Suitable Resting Facilities (IWC Wage Order § 13(B), Cal. Lab. Code § 1198); (6) Failure to Pay Minimum and Overtime Wages (Cal. Lab. Code §§ 218.5, 510, 511, 558, 558.1, 1194, 1197, 1198, and 1199); (7) Failure to Pay Statutory Wages (Cal. Lab. Code § 223); (8) Failure to Pay Wages Due (Cal. Labor Code § 216); (9) Failure to Reimburse Business Expenses (Cal. Lab. Code § 2800 and 2802); (10) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); (11) Unlawful Deductions (Cal. Labor Code §§ 221-222); (12) Failure to Pay for Reporting Time (IWC Wage Order § 5, Cal. Lab. Code § 1198); (13) Violation of California Day of Rest Law (Cal. Lab. Code §§ 551, 552); (14) Failure to Provide Suitable Seating (IWC Wage Order §§ 14(A-B), Cal. Lab. Code §§ 1198, 1199); (15) Sick Leave and Supplemental Sick Leave Violations (Cal. Lab. Code §§ 233, 234, and 245-248.6); (16) Failure to Pay Vested Vacation Time (Cal. Labor Code § 227.3); (17) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (18) Failure to Pay Final Wages at Place of Discharge (Cal. Lab. Code § 208); and (19) Unlawful Agreements/Unlawful

Inquiries into Criminal History (Cal. Lab. Code §§ 432.5, 432.7).

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

- 6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (California Labor Code section 2699.3, subd. (a)), the complaints in the Action (California Labor Code section 2699, subd. (1)(1)), this Agreement (California Labor Code section 2699, subd. (1)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator (including and not limited to, by way of Plaintiffs' declarations). In their declarations, Plaintiffs and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Order Granting Approval of PAGA Settlement to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Simpluris to serve as the

Administrator and verified that, as a condition of appointment, Simpluris agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

- 7.2 Employer Identification Number. The Administrator shall establish and use an Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE

- 8.1 Based on Defendants’ records, Defendants represent that there were 382 Aggrieved Employees who worked a total 22,991 PAGA Pay Periods for the period August 30, 2022 to December 9, 2024.
- 8.2 The Gross Settlement Amount was agreed upon based on Defendants’ representations of the total number of PAGA Pay Periods as set forth above. If the number of PAGA Pay Periods during the PAGA Period exceeds 22,991 by more than ten percent (10%), the Gross Settlement Amount shall be increased on a *pro rata* basis per PAGA Pay Period exceeding 25,290 (“Escalator Threshold”) (i.e. if the number increases by 11%, the Gross Settlement Amount shall be increased by 1%). In the alternative, Defendants have the right to end the PAGA Period on an earlier date on which the PAGA Pay Periods do not exceed 25,290 so that the escalator provision is not triggered.

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

- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings and the right to file motions to vacate judgment,

motions for new trial, extraordinary writs, and appeals. The waivers set forth in this paragraph do not include any waiver of the right to oppose such motions, writs or appeals or to file motions and applications in order to defend the settlement and oppose an objection or appeal by an objector to the settlement. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Gross Settlement Amount.

- 9.2 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Plaintiffs, the State of California with respect to Aggrieved Employees, and Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain approval of the Settlement and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the PAGA Representative Payments or any payments to PAGA Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the operative complaints in the Action have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably

required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The PAGA Representatives represent, covenant, and warrant that, other than attorneys' fees, they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any liability, claim, demand, cause of action or right released in this Agreement.
- 10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality/Non-Publicity: Plaintiffs and their counsel will keep the operative complaint(s), PAGA Notice, and this settlement confidential through approval. Thereafter, Plaintiffs and their counsel will further agree to keep this settlement, operative complaint(s), and the PAGA Notice confidential, including without limitation no disclosures to current or former employees of the Released Parties, to the media, or on any websites, blogs, social media, and/or online platforms. Exceptions to the obligation of confidentiality in this section are: (i) disclosures necessary to comply with the law (including and not limited to the PAGA statute), judicial process, or for financial planning or tax preparation purposes; (ii) to obtain, seek, and maintain approval of this

settlement in court, and (iii) if any party seeks to enforce any term or condition of this Agreement against any other party. Nothing herein shall prevent Plaintiffs' counsel from disclosing this settlement for purposes of describing their qualifications as counsel in other cases or as required by a court, nor shall any terms herein preclude Plaintiffs or Plaintiffs' Counsel from communicating with and fulfilling their obligations to Aggrieved Employees.

- 10.12 Use and Return of Aggrieved Employee Time and Pay Records. Information provided to PAGA Counsel pursuant to Cal. Evid. Code § 1152, and all copies and summaries of time and pay records of Aggrieved Employees previously provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and for no other purpose. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, PAGA Counsel shall return all paper and electronic versions of time and pay records of Aggrieved Employees received from Defendants, except as required by state and federal law and professional rules and regulations of the State Bar of California.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be extended to the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Zachary Crosner (zach@crosnerlegal.com)
Jamie Serb (jamie@crosnerlegal.com)
Sepideh Ardestani (sepideh@crosnerlegal.com)
CROSNER LEGAL, PC
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210

Arby Aiwazian (arby@calljustice.com)
Joanna Ghosh (joanna@calljustice.com)
Brian J. St. John (brian@calljustice.com)
Erica Stepanian (erica@calljustice.com)
LAWYERS FOR JUSTICE, PC

450 N. Brand Blvd., Suite 900
Glendale, California 91203

To Defendants:

Ian B. Wieland (ian@sw2law.com)
SAGASER, WATKINS & WIELAND PC
5260 N. Palm Ave., Suite 400
Fresno, CA 93704

Michael Gregg (mgregg@littler.com)
LITTLER MENDELSON
18565 Jamboree Rd., Suite 800
Irvine, CA 92612

- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to California Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under California Code of Civil Procedure section 583.310 for the entire period of this settlement process.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties and their counsel execute this Agreement as follows:

IT IS SO AGREED:

Dated: 12 / 18 / 2025

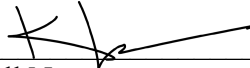


Plaintiff Guadalupe Briseno

Dated: _____

Plaintiff Raymond Delayo

Dated: 06.02.2026



Full Name: Kevin Kruse

Title: Chairman

On behalf of Defendant Perfection Pet Foods, LLC

Dated: _____

Full Name:

Title:

On behalf of Defendant Post Brands Pet Care, LLC

Dated: _____

Full Name:

Title:

On behalf of Defendant Volt Information Sciences, Inc.

Dated: _____

Full Name:

Title:

On behalf of Defendant Volt Management Corp.

IN WITNESS WHEREOF, the Parties and their counsel execute this Agreement as follows:

IT IS SO AGREED:

Dated: 12 / 18 / 2025



Plaintiff Guadalupe Briseno

Dated: _____

Plaintiff Raymond Delayo

Dated: _____

Full Name:
Title:
On behalf of Defendant Perfection Pet Foods, LLC

Dated: 4-24-2026



Full Name: Jill Bollettien
Title: SVP, General Counsel
On behalf of Defendant Post Brands Pet Care, LLC

Dated: _____

Full Name:
Title:
On behalf of Defendant Volt Information Sciences, Inc.

Dated: _____

Full Name:
Title:
On behalf of Defendant Volt Management Corp.

IN WITNESS WHEREOF, the Parties and their counsel execute this Agreement as follows:

IT IS SO AGREED:

Dated: _____

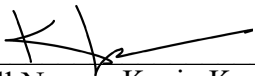
Plaintiff Guadalupe Briseno

Dated: 12/16/2025

Electronically Signed: 2025-12-16 17:26:59 UTC - 67.211.202.28
Nintex AssureSign® c63055a6-f7d0-45dc-a93e-b3b40142768

Plaintiff Raymond Delayo

Dated: 06.02.2026



Full Name: Kevin Kruse
Title: Chairman
On behalf of Defendant Perfection Pet Foods, LLC

Dated: _____

Full Name:
Title:
On behalf of Defendant Post Brands Pet Care, LLC

Dated: _____

Full Name:
Title:
On behalf of Defendant Volt Information Sciences, Inc.

Dated: _____

Full Name:
Title:
On behalf of Defendant Volt Management Corp.

IN WITNESS WHEREOF, the Parties and their counsel execute this Agreement as follows:

IT IS SO AGREED:

Dated: _____

Plaintiff Guadalupe Briseno

Dated: _____

Plaintiff Raymond Delayo

Dated: _____

Full Name:
Title:
On behalf of Defendant Perfection Pet Foods, LLC

Dated: _____

Full Name:
Title:
On behalf of Defendant Post Brands Pet Care, LLC

Dated: 1/28/2026



Full Name: Andre Frieden
Title: General Counsel
On behalf of Defendant Volt Information Sciences, Inc.

Dated: 1/28/2026

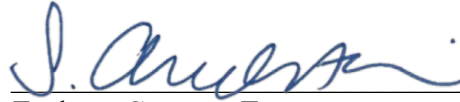


Full Name: Andre Frieden
Title: General Counsel
On behalf of Defendant Volt Management Corp.

APPROVED AS TO FORM:

Dated: 12/18/2025

CROSNER LEGAL, PC



Zachary Crosner, Esq.

Jamie Serb, Esq.

Sepideh Ardestani, Esq.

Attorneys for Plaintiff Guadalupe Briseno

Dated: _____

LAWYERS FOR JUSTICE

Arby Aiwazaian Esq.

Joanna Ghosh, Esq.

Brian J. St. John, Esq.

Erica Stepanian, Esq.

Attorneys for Plaintiff Raymond Delayo

Dated: _____

SAGASER, WATKINS & WIELAND PC

Ian B. Wieland, Esq.

Attorneys for Defendant Perfection Pet Foods, LLC

Dated: _____

LITTLER MENDELSON

Michael Gregg, Esq.

Attorneys for Defendants Volt Information Sciences, Inc.
and Volt Management Corp.

APPROVED AS TO FORM:

Dated: _____

CROSNER LEGAL, PC

Zachary Crosner, Esq.
Jamie Serb, Esq.
Sepideh Ardestani, Esq.
Attorneys for Plaintiff Guadalupe Briseno

Dated: December 16, 2025

LAWYERS FOR JUSTICE



Arby Aiwazaian Esq.
Joanna Ghosh, Esq.
Brian J. St. John, Esq.
Erica Stepanian, Esq.
Attorneys for Plaintiff Raymond Delayo

Dated: _____

SAGASER, WATKINS & WIELAND PC

Ian B. Wieland, Esq.
Attorneys for Defendant Perfection Pet Foods, LLC

Dated: _____

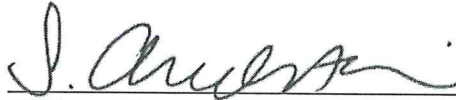
LITTLER MENDELSON

Michael Gregg, Esq.
Attorneys for Defendants Volt Information Sciences, Inc.
and Volt Management Corp.

APPROVED AS TO FORM:

Dated: 12/18/2025

CROSNER LEGAL, PC



Zachary Crosner, Esq.

Jamie Serb, Esq.

Sepideh Ardestani, Esq.

Attorneys for Plaintiff Guadalupe Briseno

Dated: _____

LAWYERS FOR JUSTICE

Arby Aiwazaian Esq.

Joanna Ghosh, Esq.

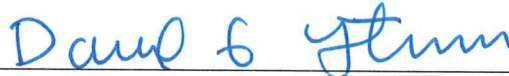
Brian J. St. John, Esq.

Erica Stepanian, Esq.

Attorneys for Plaintiff Raymond Delayo

Dated: _____

SAGASER, WATKINS & WIELAND PC



Ian B. Wieland, Esq.

Attorneys for Defendant Perfection Pet Foods, LLC

Dated: _____

LITTLER MENDELSON

Michael Gregg, Esq.

Attorneys for Defendants Volt Information Sciences, Inc.
and Volt Management Corp.

APPROVED AS TO FORM:

Dated: _____

CROSNER LEGAL, PC

Zachary Crosner, Esq.
Jamie Serb, Esq.
Sepideh Ardestani, Esq.
Attorneys for Plaintiff Guadalupe Briseno

Dated: _____

LAWYERS FOR JUSTICE

Arby Aiwazaian Esq.
Joanna Ghosh, Esq.
Brian J. St. John, Esq.
Erica Stepanian, Esq.
Attorneys for Plaintiff Raymond Delayo

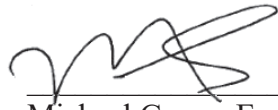
Dated: _____

SAGASER, WATKINS & WIELAND PC

Ian B. Wieland, Esq.
Attorneys for Defendant Perfection Pet Foods, LLC

Dated: 01/29/2026

LITTLER MENDELSON



Michael Gregg, Esq.
Attorneys for Defendants Volt Information Sciences, Inc.
and Volt Management Corp.

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF TULARE

You are receiving this notice because you are entitled to money as a result of a court approved settlement in *Guadalupe Briseno v. Perfection Pet Foods, LLC et. al.*, case number VCU308266, pending in Superior Court of the State of California, County of Tulare, and *Raymond Delayo v. Perfection Pet Foods, LLC et. al.*, case number VCU308280, pending in Superior Court of the State of California, County of Tulare (together, the “**Lawsuit**”).

What is the Lawsuit about?

In the Lawsuit, Plaintiffs asserted representative claims against Defendants on behalf of the State of California with respect to all persons employed by Defendants either directly or through a staffing agency as hourly, non-exempt employees who worked for a Perfection Pet Foods, LLC facility in California during the period of August 30, 2022 through December 9, 2024 (the “**Aggrieved Employee**”). Plaintiffs allege claims for civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.* (“**PAGA**”) based on alleged violations of the California Labor Code and Industrial Welfare Commission (“IWC”) Wage Orders for: (1) Failure to Keep Accurate Records (Cal. Labor Code § 1174); (2) Failure to Produce Records (Cal. Labor Code §§ 226(b)-(c), 432, and 1198.5); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512); (4) Failure to Authorize and Permit Rest Periods (Cal. Lab. Code § 226.7); (5) Failure to Provide Suitable Resting Facilities (IWC Wage Order § 13(B), Cal. Lab. Code § 1198); (6) Failure to Pay Minimum and Overtime Wages (Cal. Lab. Code §§ 218.5, 510, 511, 558, 558.1, 1194, 1197, 1198, and 1199); (7) Failure to Pay Statutory Wages (Cal. Lab. Code § 223); (8) Failure to Pay Wages Due (Cal. Labor Code § 216); (9) Failure to Reimburse Business Expenses (Cal. Lab. Code § 2800 and 2802); (10) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226); (11) Unlawful Deductions (Cal. Labor Code §§ 221-222); (12) Failure to Pay for Reporting Time (IWC Wage Order § 5, Cal. Lab. Code § 1198); (13) Violation of California Day of Rest Law (Cal. Lab. Code §§ 551, 552); (14) Failure to Provide Suitable Seating (IWC Wage Order §§ 14(A-B), Cal. Lab. Code §§ 1198, 1199); (15) Sick Leave and Supplemental Sick Leave Violations (Cal. Lab. Code §§ 233, 234, and 245-248.6); (16) Failure to Pay Vested Vacation Time (Cal. Labor Code § 227.3); (17) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203); (18) Failure to Pay Final Wages at Place of Discharge (Cal. Lab. Code § 208); and (19) Unlawful Agreements/Unlawful Inquiries into Criminal History (Cal. Lab. Code §§ 432.5, 432.7). Defendants deny each of the claims and contentions alleged by Plaintiffs in the Lawsuit.

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 are an Aggrieved Employee. Accordingly, you are entitled to an Individual Settlement Payment based on your percentage share of PAGA Pay Periods during the Period and you are deemed to release, on behalf of yourself and your former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were, or reasonably could have been, alleged based on the factual allegations in the Operative Complaint in the Action and the PAGA Notice, including and not limited to for the above mentioned alleged violation of the California Labor Code and Industrial Welfare Commission Wage Orders.

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 2

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF TULARE

You are receiving this notice because you are entitled to money as a result of a court approved settlement in *Guadalupe Briseno v. Perfection Pet Foods, LLC et. al.*, case number VCU308266, pending in Superior Court of the State of California, County of Tulare, and *Raymond Delayo v. Perfection Pet Foods, LLC et. al.*, case number VCU308280, pending in Superior Court of the State of California, County of Tulare (together, the “**Lawsuit**”).

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Plaintiffs and Defendants reached a settlement which was reviewed and approved by the Court. Defendants’ records show that you are an Aggrieved Employee. Accordingly, you are entitled to an Individual Settlement Payment based on your percentage share of PAGA Pay Periods during the Period and you are deemed to release, on behalf of yourself and your former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were, or reasonably could have been, alleged based on the factual allegations in the Operative Complaint in the Action and the PAGA Notice, including and not limited to for the above mentioned alleged violation of the California Labor Code and Industrial Welfare Commission Wage Orders.

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

August 30, 2023

VIA PAGA ONLINE FILING ONLY:

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

VIA U.S. CERTIFIED MAIL:

Mark La Bounty
Agent for Service of Process for:
Perfection Pet Foods, LLC
31120 West St
Goshen, CA 93227

Perfection Pet Foods, LLC
Attn: Human Resources / Legal Department
1111 N Miller Park Ct
Visalia, CA 93291

Perfection Pet Foods, LLC
Attn: Human Resources / Legal Department
PO Box 1029
Goshen, CA 93227

C T Corporation System
Agent for Service of Process for:
Volt Information Sciences, Inc.
Attn: CA Registered Agent Authorized
Employees:
Amanda Garcia, Gabriela Sanchez, Daisy
Montenegro, Beatrice Casarez-Barrientez,
Jessie Gastelum, John Montijo, Diana Ruiz,
Sarai Marin, Emanuel Jacobo, Gladys
Aguilera, Vivian Imperial, Carlos Paz,
Alberto Damonte, Peter Cayetano, Elsa
Montanez, Xenia Perez, and Yesenia
Carpenter
330 N Brand Blvd #700
Glendale, CA 91203

Volt Information Sciences, Inc.
Attn: Human Resources / Legal Department
2400 Meadowbrook Parkway
Duluth, GA 30096

C T Corporation System
Agent for Service of Process for:
Volt Management Corp.
Attn: CA Registered Agent Authorized
Employees:
Amanda Garcia, Gabriela Sanchez, Daisy
Montenegro, Beatrice Casarez-Barrientez,
Jessie Gastelum, John Montijo, Diana Ruiz,
Sarai Marin, Emanuel Jacobo, Gladys
Aguilera, Vivian Imperial, Carlos Paz,
Alberto Damonte, Peter Cayetano, Elsa
Montanez, Xenia Perez, and Yesenia
Carpenter
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Glendale, CA 91203

Volt Management Corp.
Attn: Human Resources / Legal Department
2400 Meadowbrook Parkway
Duluth, GA 30096

NOTICE OF PRIVATE ATTORNEYS GENERAL ACT CLAIM

To: California Labor and Workforce Development Agency; Perfection Pet Foods, LLC; Volt Information Sciences, Inc.; and Volt Management Corp.
Date: August 30, 2023
Subject: *Guadalupe Briseno v. Perfection Pet Foods, LLC, et. al.*

Introduction

This office represents PLAINTIFF, Guadalupe Briseno (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: Perfection Pet Foods, LLC; Volt Information Sciences, Inc.; and Volt Management Corp. (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 Volt Information Sciences, Inc. and/or Volt Management Corp. 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 Perfection Pet Foods, LLC by Volt Information Sciences, Inc. and/or Volt Management Corp. 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 Perfection Pet Foods, LLC 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 Volt Information Sciences, Inc. and/or Volt Management Corp. 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 Perfection Pet Foods, LLC by Volt Information Sciences, Inc. and/or Volt Management Corp. 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 Perfection Pet Foods, LLC 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 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.

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, 245-248.6, 432, 432.5, 432.7, 510, 511, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all applicable Wage Orders.

The Named Entities Are Joint Employers of 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 relevant times, 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, Volt Information Sciences, Inc. and/or Volt Management Corp. (hereinafter "Volt") hired PLAINTIFF and entered into a written employment agreement with PLAINTIFF. During PLAINTIFF's employment, Volt 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, Volt provided PLAINTIFF with orientation and training materials. Volt 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 Volt, and Volt was supposed to process PLAINTIFF's time records and pay PLAINTIFF for all hours worked. Volt exercised ultimate control over the payment of PLAINTIFF's wages, as Volt issued PLAINTIFF her paychecks. Finally, Volt directed PLAINTIFF to comply with Perfection Pet Foods policies and directions. PLAINTIFF is informed and believes that Volt 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.

Perfection Pet Foods, LLC (hereinafter "Perfection Pet Foods") similarly suffered or permitted PLAINTIFF to work for them or engaged PLAINTIFF to work for them. PLAINTIFF is informed and believes that Perfection Pet Foods entered into a written agreement with Volt, pursuant to which Perfection Pet Foods paid Volt to provide it with workers, including PLAINTIFF, to conduct Perfection Pet Foods business operations – namely, to work in Perfection Pet Foods production/processing centers and/or administration offices. Perfection Pet Foods suffered or permitted PLAINTIFF to work at Perfection Pet Foods and for the entirety of PLAINTIFF's employment.

Perfection Pet Foods further exercised control over PLAINTIFF's wages, hours and working conditions. Perfection Pet Foods 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. Based on information and belief, Perfection Pet Foods 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 Perfection Pet Foods 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 the warehouses, manufacturing facilities and/or other facilities and/or other location(s) in California, including but not limited to the warehouses, manufacturing facilities and/or other facilities in Visalia, California. DEFENDANTS, through its various locations serve the manufacturing industry, specializing in, including but not limited to, the manufacturing of pet food.¹ Although DEFENDANTS may operate a successful company 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 packer and/or a similar title(s) and/or position(s) from in or around March 2023 through in or around May 2023. PLAINTIFF worked for DEFENDANTS at DEFENDANTS' Visalia, California location(s). PLAINTIFF regularly worked at least approximately twelve (12) hours per day, at least four (4) days per week. DEFENDANTS paid PLAINTIFF an hourly rate for time counted by DEFENDANTS as hours worked. Based on information and belief, PLAINTIFF and/or other NON-EXEMPT AGGRIEVED EMPLOYEES were also compensated with non-discretionary bonuses/incentive pay and/or shift differential pay and/or other non-discretionary compensation.

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 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

¹ See <https://perfectionpetbrands.com/> and <https://www.volt.com>. Last visited on August 29, 2023.

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; and (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. 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.

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).

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

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. Based on information and belief, DEFENDANTS failed and continue to fail to timely produce complete payroll and personnel records when requested by 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.

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.

For example, at times, PLAINTIFF was forced to take her second meal period late and/or cut her second meal period short and/or work through her second meal period completely due to the need to complete assigned job duties.

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

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

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").

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, DEFENDANTS failed to authorize and/or provide any version of a third rest period to NON-EXEMPT AGGRIEVED EMPLOYEES during shifts lasting longer than ten (10) hours. For example, when PLAINTIFF worked shifts lasting longer than ten (10) hours, PLAINTIFF was not provided with any version of a third rest period.

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. For example, as explained above, when PLAINTIFF worked shifts lasting longer than ten (10) hours, PLAINTIFF was not provided with any version of a third rest period.

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 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 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

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”).

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, NON-EXEMPT AGGRIEVED EMPLOYEES were required to stand in line behind other employees to access DEFENDANTS’ time-keeping system and/or were required to spend time reinitiating DEFENDANTS’ time-keeping system before they could clock in for the start of their shifts and/or after completing a purported meal period.

For example, upon arriving to work but prior to being able to clock in for the start of their shifts, PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES were required to form a line in order to access DEFENDANTS’ timekeeping system / terminal, resulting in at least approximately two (2) to three (3) minutes of pre-shift off-the-clock work on most if not all days

worked during the relevant period and the underpayment of wages owed to PLAINTIFF and other 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, hard 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 the applicable minimum wage for the county and/or city within which the NON-EXEMPT AGGRIEVED EMPLOYEE worked in California.

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

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

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 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 calculated the owed overtime rate(s) based on the California minimum wage rate as opposed to calculating the overtime rate(s) based on the minimum wage established for the cities and/or counties within which NON-EXEMPT AGGRIEVED EMPLOYEES worked, resulting in the miscalculation and underpayment of overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES who worked in cities and/or counties in California with minimum wage rates above the California minimum wage rate.

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

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").

overtime rate(s), resulting in the miscalculation and underpayment of overtime wages owed to PLAINTIFF and other NON-EXEMPT AGGRIEVED EMPLOYEES.

For example, based on information and belief, PLAINTIFF and/or other NON-EXEMPT AGGRIEVED EMPLOYEES earned non-discretionary bonuses/incentive pay and/or shift differential pay and/or other non-discretionary compensation during pay periods in which they worked overtime, yet DEFENDANTS failed to incorporate all non-discretionary compensation into the regular rate(s) used to calculate the owed overtime rate(s), resulting in the miscalculation and underpayment of overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Additionally, DEFENDANTS also violated California's overtime laws as to those NON-EXEMPT AGGRIEVED EMPLOYEES that were subject to an Alternative Workweek Schedule (AWS). Based on information and belief, DEFENDANTS adopted an Alternative Workweek Schedule (AWS) during the relevant period that was an unlawful AWS as it was not properly elected and/or implemented in accordance with the requirements of California law and/or DEFENDANTS failed to comply with the AWS, and as such, DEFENDANTS violated California's overtime laws, including but not limited to, Labor Code sections 510, 511, the applicable Wage Order, and Labor Code section 1198. Based on information and belief, DEFENDANTS failed to properly adopt an AWS in accordance with Labor Code section 511 and 1199, and the applicable Wage Order:

(C) Election Procedures Election procedures for the adoption and repeal of alternative workweek schedules require the following: (1) Each proposal for an alternative workweek schedule shall be in the form of a written agreement proposed by the employer. The proposed agreement must designate a regularly scheduled alternative workweek in which the specified number of workdays and work hours are regularly recurring. The actual days worked within that alternative workweek schedule need not be specified. The employer may propose a single work schedule that would become the standard schedule for workers in the work unit, or a menu of work schedule options, from which each employee in the unit would be entitled to choose. If the employer proposes a menu of work schedule options, the employee may, with the approval of the employer, move from one menu option to another. (2) In order to be valid, the proposed alternative workweek schedule must be adopted in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the affected employees in the work unit. The election shall be held during regular working hours at the employees' work site. For purposes of this subsection, "affected employees in the work unit" may include all employees in a readily identifiable work unit, such as a division, a department, a job classification, a shift, a separate physical location, or a recognized subdivision of any such work unit. A work unit may consist of an individual employee as long as the criteria for an identifiable work unit in this subsection is met. (3) Prior to the secret ballot vote, any employer who proposed to institute an alternative workweek schedule shall have made a disclosure in writing to the affected employees, including the effects of the proposed arrangement on the employees' wages, hours, and benefits. Such a disclosure shall include meeting(s), duly noticed, held at least 14 days prior to voting, for the specific purpose of discussing the effects of the alternative workweek schedule. An employer shall provide that disclosure in a non- English language, as well as in English, if at least five (5) percent of the affected employees primarily speak that non-English language. The employer shall mail the written disclosure to employees who do not attend the meeting. Failure to comply with this paragraph shall make the election null and void. (4) Any election to establish or repeal an alternative workweek schedule

shall be held at the work site of the affected employees. The employer shall bear the costs of conducting any election held pursuant to this section. Upon a complaint by an affected employee, and after an investigation by the Labor Commissioner, the Labor Commissioner may require the employer to select a neutral third party to conduct the election. (5) Any type of alternative workweek schedule that is authorized by the Labor Code may be repealed by the affected employees. Upon a petition of one-third (1/3) of the affected employees, a new secret ballot election shall be held and a two-thirds (2/3) vote of the affected employees shall be required to reverse the alternative workweek schedule. The election to repeal the alternative workweek schedule shall be held not more than 30 days after the petition is submitted to the employer, except that the election shall be held not less than 12 months after the date that the same group of employees voted in an election held to adopt or repeal an alternative workweek schedule. The election shall take place during regular working hours at the employees' work site. If the alternative workweek schedule is revoked, the employer shall comply within 60 days. Upon proper showing of undue hardship, the Division of Labor Standards Enforcement may grant an extension of time for compliance. (6) Only secret ballots may be cast by affected employees in the work unit at any election held pursuant to this section. The results of any election conducted pursuant to this section shall be reported by the employer to the Office of Policy, Research and Legislation within 30 days after the results are final, and the report of election results shall be a public document. The report shall include the final tally of the vote, the size of the unit, and the nature of the business of the employer. (7) Employees affected by a change in the work hours resulting from the adoption of an alternative workweek schedule may not be required to work those new work hours for at least 30 days after the announcement of the final results of the election. (8) Employers shall not intimidate or coerce employees to vote either in support of or in opposition to a proposed alternative workweek.

No employees shall be discharged or discriminated against for expressing opinions concerning the alternative workweek election or for opposing or supporting its adoption or repeal. However, nothing in this section shall prohibit an employer from expressing his/her position concerning that alternative workweek to the affected employees. A violation of this paragraph shall be subject to Labor Code § 98 et seq.

On information and belief, PLAINTIFF alleges that DEFENDANTS failed to comply with the above procedures, and thus, failed to properly institute an alternative workweek for the purpose of obtaining a lawful exemption from overtime premiums for its mandated alternative workweek schedule. Based on information and belief, DEFENDANTS also failed to report the results to the Office of Policy, Research, and Legislation, or the DLSE, within thirty after the purported election results, and thus, violated Labor Code §§ 511, 1199, and the Applicable Wage Orders. This conduct results in violations of Labor Code §§ 510, 511, and 1198- 1199, and the Applicable Wage Orders. These violations subject employer to civil penalties under Labor Code §§ 558 and 2699, and All Applicable Wage Orders. 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. Moreover, to the extent there was an AWS that was properly adopted, DEFENDANTS violated California's overtime laws as to NON-EXEMPT AGGRIEVED EMPLOYEES that were subject to an Alternative Workweek Schedule (AWS) but were required to work shifts shorter than the agreed upon AWS. Under the relevant Wage Order, "If an employer... requires an [AWS]

employee to work fewer hours than those that are regularly scheduled by the agreement, the employer shall pay the employee overtime compensation at a rate of one and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours... for the day the employee is required to work the reduced hours.” See Section 3 of all applicable Wage Orders.

Based on information and belief, at times during NON-EXEMPT AGGRIEVED EMPLOYEES' respective employments by DEFENDANTS, NON-EXEMPT AGGRIEVED EMPLOYEES worked subject to an alternative work week schedule. Based on information and belief, at times, NON-EXEMPT AGGRIEVED EMPLOYEES that were subject to an AWS, were sent home early and/or worked less hours than those that were scheduled under the AWS. On such shortened shifts, NON-EXEMPT AGGRIEVED EMPLOYEES were entitled to overtime pay at 1.5 times the regular rate of pay after the first eight hours of work. Instead, DEFENDANTS paid NON-EXEMPT AGGRIEVED EMPLOYEES their base rate for all hours worked on the shortened shift(s) in violation of the alternative workweek schedule, and in violation of California Labor Code section 510, the applicable Wage Order, and Labor Code section 1198. As such, NON-EXEMPT AGGRIEVED EMPLOYEES that were subject to an AWS were also deprived of all owed overtime wages when required to work shortened shifts.

This conduct results in violations of Labor Code sections 218.5, 510, 511, 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).

Separately, and independent of the above allegations, based on information and belief, DEFENDANTS issued wage statements to NON-EXEMPT AGGRIEVED EMPLOYEES that failed to list the total hours worked, in violation of including but not limited to, Labor Code section (a)(2).

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). For

example, based on information and belief, DEFENDANTS issued wage statements to NON-EXEMPT AGGRIEVED EMPLOYEES that do not provide an accurate overtime rate because instead of multiplying the regular rate of pay by one and one-half, the wage statements either fail to provide an accurate overtime rate of pay that incorporates all non-discretionary remuneration and/or the wage statements provide at least two (2) separate overtime rate categories with each/all providing corresponding rates that are either the same as the base and/or list a rate that is half the base rate of pay and/or otherwise fail to list the accurate overtime rate of pay, further requiring NON-EXEMPT AGGRIEVED EMPLOYEES to perform extensive calculations to determine what their pay rate was for each corresponding hour worked. See, e.g., *McKenzie v. Fedex*, 765 F. Supp. 2d 1222 (C.D. Cal. 2011). As such, DEFENDANTS do not list an accurate overtime rate anywhere on wage statements issued to NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California law, including but not limited to, 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. 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”).

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

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 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, 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, 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.

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

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

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 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).

For example, DEFENDANTS failed to furnish PLAINTIFF with any final paycheck for at least approximately two (2) weeks following PLAINTIFF’s date of termination, and PLAINTIFF’s late final paycheck was devoid of all wages owed, including without limitation, 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, any shift differential pay).

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.”

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.

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”).

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.

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, DEFENDANTS required PLAINTIFF to purchase steel-toe boots and/or other uniforms/work clothing/shoes/boots without providing PLAINTIFF with any and/or full reimbursement for the business expenses PLAINTIFF incurred in connection therewith.

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 to them 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, including but not limited to unlawful meal period 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.

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, 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.

If the LWDA elects 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.

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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



Manny Martinez <manny@crosnerlegal.com>

Thank you for submission of your PAGA Case.

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

Wed, Aug 30, 2023 at 9:13 AM

8/30/2023

LWDA Case No. LWDA-CM-978547-23
Law Firm : Crosner Legal, PC
Plaintiff Name : Guadalupe Briseno
Employer: Perfection Pet Foods, 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



Manny Martinez <manny@crosnerlegal.com>

Thank you for your Court Complaint Submission.

1 message

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

Mon, Nov 13, 2023 at 12:58 PM

11/13/2023 12:58:25 PM

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

Item submitted: Court Complaint

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

Exhibit 5

Exhibit 6

**Guadalupe Briseno v. Perfection Pet Foods
(Tulare Superior Court: County Civic Center Case No. VCU308266)**

Crosner Legal Time Report

Tasks	Zachary Crosner	Jamie Serb	Sepideh Ardestani	Kiara Bramasco	Branden Hamilton
Pre-filing Case Investigation	2.2	0.0	0.0	6.3	6.9
Pleadings and Law and Motion	4.1	0.0	0.0	0.0	6.2
Discovery and Post-Filing Investigation	1.7	0.0	10.3	0.0	0.0
Court Appearances	0.0	2.3	2.6	0.0	0.0
Case Management; Litigation Strategy & Analysis	7.6	45.3	51.2	0.0	0.0
Mediation and Settlement	4.4	3.1	6.9	0.0	5.8
Total Hours	20.0	50.7	71.0	6.3	18.9
Hourly Rate	\$850	\$800	\$800	\$650	\$650
Lodestar	\$17,000	\$40,560	\$56,800	\$4,095	\$12,285

Total Hours: 166.9

Total Lodestar: \$130,740.00