PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND RELEASE

This PAGA Settlement Agreement ("Agreement" or "Settlement" Agreement" or "Settlement") is made by and between Plaintiffs ERIC ROBINSON ("Robinson") and DAVID NUNEZ ("Nunez") (collectively, "Plaintiffs"), acting in their private attorney general capacity on behalf of the State of California, and Quidel Corporation dba Quidel, QuidelOrtho Corporation dba QuidelOrtho, Quidel Cardiovascular Inc. dba Quidel Cardiovascular (collectively referred to herein as "Quidel") and TEG Staffing, Inc. dba Eastridge Workforce Solutions ("TEG") (collectively, Quidel and TEG are referred to herein as "Defendants"). The Agreement refers to Plaintiffs and Defendants collectively as "Parties," or individually as "Party."

The Parties agree that the Actions (as defined in Section 1 below) shall be, upon approval by the Court, ended, settled, resolved, and concluded without any admission of fault or liability, as set forth in this Settlement Agreement and for the consideration set forth herein, including but not limited to a release of claims by Plaintiffs as representatives of the State of California pursuant to the California Labor Private Attorneys General Act ("PAGA").

1. DEFINITIONS.

1.1. "Actions" means the following PAGA lawsuits alleging wage and hour violations against Defendants: *David Nunez, et al. vs. Quidel Corporation,* San Diego Superior Court, Case No. 37-2023-00048776-CU-OE-CTL, and *Eric Robinson, et al. vs. Quidel Corporation dba Quidel; Quidelortho Corporation dba Quidelortho; Quidel Cardiovascular Inc. dba Quidel Cardiovascular; Eastridge Workforce Technology, Inc. dba Eastridge Workforce Solutions LLC,* San Diego Superior Court, Case No. 37-2023-00054933-CU-OE-CTL.

1.2. "Administrator" means CPT Group the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4. "Aggrieved Employees" means all current and former hourly-paid, non-exempt employees: (1) employed by Quidel Corporation dba Quidel in California at any time from November 8, 2022 through August 16, 2024 ("Quidel Group 1"); (2) all current and former hourly-paid, non-exempt employees employed in California at any time from December 19, 2022 through August 16, 2024 and employed by QuidelOrtho Corporation dba QuidelOrtho or Quidel Cardiovascular Inc. dba Quidel Cardiovascular ("Quidel Group 2") (collectively the Quidel Group 1 and Group 2 employees shall be referred to as the "Quidel Aggrieved Employees"), and (3) TEG Staffing, Inc. dba Eastridge Workforce Solutions non-exempt employees who worked at Quidel Corporation dba Quidel, QuidelOrtho Corporation dba QuidelOrtho, or Quidel Cardiovascular Inc. dba Quidel Cardiovascular from December 19, 2022 to August 16, 2024 ("TEG Aggrieved Employees").

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

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "Court" means the Superior Court of California, County of San Diego.

1.8. "Defense Counsel" means Julie R. Trotter and Madeleine K. Lee of Call & Jensen, APC, 610 Newport Center Drive, Suite 700, Newport Beach, CA 92660 as counsel for Quidel; and, Stacey E. James, Kim Carter, and P. Sean Kearney of Littler Mendelson P.C., 501 W. Broadway, Suite 900, San Diego, California 92101 as counsel for TEG.

1.9. "Effective Date" means the date the Court's Final Order and Judgment become final and are no longer appealable and all other conditions described herein have been met. For purposes of this Settlement Agreement, the date the Court's Final Order and Judgment "become final and no longer appealable" shall mean the later of: (a) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the Final Order and Judgment approving this Settlement may be timely filed and none is filed (*i.e.*, 61 days from notice of entry of Judgment); (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the Final Order and Judgment, the day after the last date for filing a request for further review of the Final Order and Judgment passes, and no further review is requested; or (c) if an appeal is filed and the Final Order and Judgment are affirmed and further review of the order is requested, the day after the review is finally resolved and the Final Order and Judgment is affirmed. In the event that: (i) the Court (or any appellate court) does not approve the Settlement as provided herein or (ii) the Effective Date does not occur for any other reason, then the Memorandum of Understanding executed by the Parties, this Settlement Agreement, and any documents generated to bring the Settlement into effect will be null and void, and the Parties will be returned to their respective positions as of August 16, 2024 when they attended mediation with Francis J. "Tripper" Ortman, III. The Effective Date cannot occur, and Defendants will not be obligated to fund this Settlement, until and unless there is no possibility of an appeal or further appeal that could potentially prevent this settlement from becoming final and binding.

1.10. "Final Order and Judgment" means the Court's order and judgment approving the Settlement Agreement.

1.11. "Gross Settlement Amount" means $470,240 (Four Hundred Seventy Thousand and Two Hundred and Forty Dollars), with Quidel paying $450,240.00 (Four Hundred Fifty Thousand and Two Hundred Forty Dollars), and TEG paying $20,000.000 (Twenty Thousand Dollars), which is the total amount Defendants agree to pay under the Settlement, subject to Paragraph 9 of this Agreement ("Escalator Clause"). The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.12. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period. The allocation of payment of claims between the Aggrieved Employees shall be paid based on the number of pay periods worked during the PAGA Period. Defendants may determine the pay periods using each employee's dates of employment or, if feasible to do so, determine pay periods by excluding pay periods where no hours were worked due to a leave of absence, vacation, or other reason.

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

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

1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be distributed as the LWDA PAGA Payment (75% of Net Settlement Amount) and as Individual PAGA Payments (25% of Net Settlement Amount) on a pro rata basis.

1.16. "*Nunez* PAGA Action" means *David Nunez, et al. vs. Quidel Corporation*, San Diego Superior Court, Case No. 37-2023-00048776-CU-OE-CTL

1.17. "PAGA Counsel" means Eric B. Kingsley and Kelsey M. Szamet of Kingsley Szamet Employment Lawyers, 16133 Ventura Boulevard, Suite 1200, Encino, CA 91463, and William Zev Abramson of Abramson Labor Group, 1700 W Burbank Blvd, Burbank, CA 91506, the attorneys representing Plaintiff Nunez in the *Nunez* PAGA Action; and, Roman Shkodnik, David Yeremian, and Emma Geesaman of D. Law, Inc., 450 N. Brand Blvd., Suite 840, Glendale, CA 91203, the attorneys representing Plaintiff Robinson in the *Robinson* PAGA Action.

1.18. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Actions.

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

1.20. "PAGA Period" means (1) the period from November 8, 2022 through August 16, 2024 for Quidel Group 1; (2) the period from December 19, 2022 through August 16, 2024 for Quidel Group 2; and, (3) the period from December 19, 2022 through August 16, 2024 for TEG Aggrieved Employees.

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

1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of the PAGA claims.

1.23. "Plaintiff Nunez" means David Nunez.

1.24. "Plaintiff Robinson" means Eric Robinson.

1.25. "Quidel" means Quidel Corporation dba Quidel, QuidelOrtho Corporation dba QuidelOrtho, and Quidel Cardiovascular Inc. dba Quidel Cardiovascular.

1.26. "Quidel Aggrieved Employees" means Quidel Group 1 and Quidel Group 2.

1.27. "Quidel Group 1" means all current and former hourly-paid, non-exempt employees employed by Quidel in California at any time from November 8, 2022 through August 16, 2024.

1.28. "Quidel Group 2" means all current and former hourly-paid, non-exempt employees employed by Quidel in California at any time from December 19, 2022 through August 16, 2024.

1.29. "Released PAGA Claims" means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 6 below.

1.30. "Released Parties" means Quidel Corporation, QuidelOrtho Corporation, Quidel Cardiovascular Inc., TEG Staffing, Inc., Eastridge Workforce Technology, Inc. as well as each and all of their past and present direct or indirect parents, subsidiaries, subsidiaries of its parents, predecessors, successors, related and affiliated corporations, entities, divisions, general and limited partners, joint venturers and affiliates, and each of their respective current and former directors, officers, managers, employees, principals, members, agents, managing agents, insurers, reinsurers, shareholders (both legal and beneficial), attorneys, advisors, representatives, general partners, limited partners, joint venturers, and affiliated companies, and each of their respective executors, predecessors, successors, assigns, trustees and legal representatives, and any individual or entity which could be jointly liable with Defendants.

1.31. "*Robinson* PAGA Action" means *Eric Robinson, et al. vs. Quidel Corporation dba Quidel; Quidelortho Corporation dba Quidelortho; Quidel Cardiovascular Inc. dba Quidel Cardiovascular; Eastridge Workforce Technology, Inc. dba Eastridge Workforce Solutions LLC*, San Diego Superior Court, Case No. 37-2023-00054933-CU-OE-CTL.

1.32. "Settlement" means the disposition of the Actions effected by this Agreement and the Final Order and Judgment.

1.33. "TEG" means TEG Staffing, Inc. dba Eastridge Workforce Solutions.

1.34. "TEG Aggrieved Employees" means TEG non-exempt employees who worked at Quidel during the period from December 19, 2022 through August 16, 2024.

2. **RECITALS**.

2.1. On November 8, 2023, Plaintiff Nunez commenced the *Nunez* class action by filing a class action in San Diego County Superior Court against Defendant Quidel Corporation. Nunez filed a First Amended Complaint adding a cause of action for PAGA penalties under Labor Code §§ 2698 *et seq*. on January 17, 2024.

The *Nunez* FAC now alleges, on an individual and PAGA representative basis, claims for: (1) meal periods; (2) rest breaks; (3) unreimbursed business expenses; (4) wage statement violations; (5) waiting time penalties; and (6) unfair business practices under the Unfair Competition Law ("UCL"). Plaintiff's PAGA cause of action incorporates the aforementioned claims and allegedly applicable wage orders.

The *Nunez* FAC is the operative complaint in the *Nunez* PAGA Action. Defendants Quidel and TEG deny the allegations in any and all PAGA Letters, complaints, and the *Nunez* FAC, and amended complaints, and deny any failure to comply with the laws identified in the *Robinson* PAGA Letters, *Robinson* Complaint, and *Robinson* FAC and amended complaints, and deny any and all liability for the causes of action alleged.

2.2.Plaintiff Nunez gave written notice to Defendant Quidel and the LWDA by sending PAGA Letters on November 8, 2023.].

2.3. On December 19, 2023, Plaintiff Robinson commenced the *Robinson* PAGA Action by filing a PAGA Letter with the LWDA and filing a putative class action in San Diego County Superior Court against Defendants Quidel Corporation dba Quidel, QuidelOrtho Corporation dba QuidelOrtho, Quidel Cardiovascular Inc. dba Quidel Cardiovascular (collectively, "Quidel") and Eastridge Workforce Technology, Inc. dba Eastridge Workforce Solutions ("EWT"). EWT was incorrectly named as Plaintiff Robinson's employer. On or about February 1, 2024, Plaintiff Robinson filed a DOE Amendment to the initial complaint to insert TEG Staffing, Inc. in place of DOE 1. That same day, Plaintiff filed an amended PAGA Letter with the LWDA naming TEG Staffing, Inc. as a Defendant. On or about February 13, 2024, Plaintiff Robinson dismissed Eastridge Workforce Technology, Inc. from the complaint without prejudice. On or about February 22, 2024, Plaintiff Robinson filed a First Amended Complaint (the "*Robinson* FAC"), which named TEG Staffing, Inc. dba Eastridge Workforce Solutions as a defendant. The caption of the *Robinson* FAC and case name has not yet been updated to remove Eastridge Workforce Technology, Inc. or to include TEG Staffing, Inc. In light of Plaintiff Robinson's arbitration agreement, Plaintiff Robinson filed a request for dismissal of the statutory class claims against all Defendants.

The *Robinson* FAC now alleges, on an individual and PAGA representative basis, claims for: (1) minimum wages; (2) overtime; (3) meal periods; (4) rest breaks; (5) calculation of paid vacation wage rates; (6) calculation of paid sick leave wage rates; (7) unreimbursed business expenses; (8) wage statement violations; (9) payroll records; (10) waiting time penalties; and (11) unfair business practices under the Unfair Competition Law ("UCL"). Plaintiff's PAGA cause of action incorporates the aforementioned claims and allegedly applicable wage orders.

The *Robinson* FAC is the operative complaint in the *Robinson* PAGA Action. Defendants Quidel and TEG deny the allegations in any and all PAGA Letters, complaints, and the *Robinson* FAC, and amended complaints, and deny any failure to comply with the laws identified in the *Robinson* PAGA Letters, *Robinson* Complaint, and *Robinson* FAC and amended complaints, and deny any and all liability for the causes of action alleged.

2.4. Plaintiff Robinson gave written notice to Defendants Quidel and TEG, and the LWDA by sending PAGA Letters on December 19, 2023 and February 1, 2024.

2.5. On August 16, 2024, the Parties participated in an all-day mediation presided over by experienced mediator Francis J. "Tripper" Ortman, III, Esq. which led to this Agreement to settle the Actions.

2.6. Prior to the August 16, 2024 mediation, Plaintiffs obtained, through informal discovery, information and documents, including, *inter alia*: (1) Plaintiff Robinson's employment records, Plaintiff Nunez's employment records; (2) Quidel's relevant wage and hour policy documents and employee handbooks in effect during the PAGA Period; (3) time and payroll records for all of Quidel's direct hires; (4) Quidel Group 1 and Quidel Group 2 data points, including, for both current and formerly-employed between the start of the PAGA Period (November 8, 2022) and shortly before the date of mediation (August 16, 2024), total numbers of Quidel's Aggrieved Employees and approximate total numbers of workweeks worked, pay periods, and wage statements issued, as well as average hourly pay rates. Plaintiff Robinson received from TEG similar documents and information for the employees it staffed at Quidel during the PAGA period.

2.7. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matters or actions asserting claims that will be extinguished or affected by the Settlement.

3. **AMENDMENT OF THE *ROBINSON FAC* AND CONSOLDIATION FOR SETTLEMENT PURPOSES THE *ROBINSON* PAGA ACTION AND *NUNEZ* PAGA ACTION**

3.1. The Parties have stipulated, for settlement purposes only, to the amendment of the *Robinson* FAC to strike Plaintiff Robinson's individual claim for wages and class action allegations, in the form attached hereto as Exhibit A. Plaintiff Robinson will amend the *Robinson* FAC to assert all PAGA claims and theories that were alleged in the lawsuit *David Nunez v. Quidel Corporation* (San Diego Superior Court, Case No. 37-2023-00048776-CU-OE-CTL) and the pre-filing notice letter to the LWDA from Nunez dated November 8, 2023, including any facts or legal theories that could have been asserted based on the alleged labor code violations contained therein (the "*Robinson* Second Amended Complaint" or "*Robinson* SAC").

3.2. The Parties have stipulated, for settlement purposes only, to the consolidation of the *Nunez* PAGA Action and the *Robinson* PAGA Action before the Hon. Judge Marcella O. McLaughlin in San Diego County Superior Court, Department C-72.

3.3.The Parties will file a stipulation to this amendment, including Plaintiff Nunez's and Plaintiff Robinson's declaration in support thereof, within five (5) court days of full execution of this Agreement.

3.4. The settlement is contingent on the Court approving the Parties' stipulation and the filing of the *Robinson* SAC, and the consolidation of the Actions. The Parties agree to the amendment of the *Robinson* FAC and consolidation of the Actions for settlement purposes only, and without prejudice to any arguments either party might make should the settlement not be approved, in which case the *Robinson* SAC would be withdrawn by Plaintiff Robinson.

4. **MONETARY TERMS.**

4.1. <u>Gross Settlement Amount</u>. Except as otherwise provided by Paragraph 9 ("Escalator Clause") below, Defendants promise to pay a total of $470,240.00 (with Quidel paying $450,240.00, and TEG paying $20,000.00) and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 5.3 ("Funding of Gross Settlement Amount") 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.

Quidel and TEG are solely responsible for their individual contributions to the GSA, respectively, and no more.

4.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Order Approving the PAGA Settlement:

4.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than $156,746.67 (1/3 of the Gross Settlement Amount); and PAGA Counsel's Litigation Expenses Payment of up to $30,000. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff Robinson and/or PAGA Counsel will file an application or motion 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 Plaintiff's 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.

4.2.2. To the Administrator: An Administrator Expenses Payment not to exceed $11,000.00. To the extent the Administration Expenses are less or the Court approves payment less than $11,000.00, the Administrator will allocate the remainder to the Net Settlement Amount.

4.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of the Net Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

4.2.3.1. 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 worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4.3. Plaintiffs' Individual Settlements:

4.3.1.1. Separate from the Gross Settlement Amount, Quidel will make separate payments of $5,000.00 (Five Thousand Dollars) each to Plaintiff Robinson and Plaintiff Nunez, for a settlement of Plaintiffs' individual claims, respectively against Quidel. These payments will be subject to a separate individual settlement agreement in exchange for a general release and waiver rights under Cal. Civ. Code § 1542, to be paid no later than 20 calendar days following the Effective Date, subject to the terms and conditions of the separate settlement agreement between Plaintiff Robinson and Quidel and Plaintiff Nunez and Quidel ("Quidel's Individual Settlements"). The individual settlement payments are conditional on the Final Order and Judgment from the court of the PAGA settlement.

4.3.1.2. TEG will make a separate payment of $20,000.00 (Twenty Thousand Dollars) to Plaintiff Robinson, in exchange for a general release and waiver of rights under Cal. Civ. Code § 1542 waiver, to be paid no later than 45 calendar days following the Effective Date, subject to the terms and conditions of the separate settlement agreement between Plaintiff Robinson and TEG ("TEG Individual Settlement Agreement"). The individual settlement payment is conditional on the Final Order and Judgment from the court of the PAGA settlement.

4.3.1.3. In exchange for the Individual Settlements, Plaintiff Robinson and Plaintiff Nunez shall be required to execute general releases of all known and unknown claims that Plaintiffs may have against Defendants, their respective and former parents, subsidiaries, and affiliated corporations based on Plaintiffs' employment with Defendants. Plaintiffs' general releases shall not include claims or actions to enforce this Agreement, or claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. The full extent of the release that Plaintiffs are subject to with respect to each of the Defendants will be fully identified in the agreements for the Individual Settlements. The employers' share of payroll taxes, to the extent the same shall apply, shall not be paid from the Individual Settlements and shall remain the sole responsibility of Defendants.

5. **<u>SETTLEMENT FUNDING AND PAYMENTS.</u>**

5.1. Aggrieved Employee Pay Periods. Based on a review of their records to date, for the Quidel Aggrieved Employees (Quidel Group 1 and Quidel Group 2, combined) it is estimated that there are 853 Aggrieved Employees who collectively worked approximately 28,765 pay periods during the PAGA Period. TEG estimates that there are approximately 570 TEG employees who collectively worked approximately 10,258 pay periods at Quidel during the PAGA Period (based on data from 12/19/2022 to 8/16/2024).

An authorized representative for Defendants will provide to PAGA Counsel a declaration stating the number of Aggrieved Employees and pay periods worked during the PAGA Period upon execution of this Settlement Agreement in the matter.

5.2. Aggrieved Employee Data. Within 21 days of the Effective Date, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet from each Defendant. 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 Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

5.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 45 days after the Effective Date.

5.4. Payments from the Gross Settlement Amount. Within 10 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

5.4.1. 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 (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

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

5.4.4. The payment of Individual PAGA Payments shall not obligate TEG and/or Quidel 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.

6. **RELEASES OF CLAIMS**. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff Robinson, Plaintiff Nunez, the State of California, and PAGA Counsel will release claims against all Released Parties as follows:

6.1. Plaintiffs' Release. Plaintiff Nunez and Plaintiff Robinson 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, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Complaints and the PAGA Notices and/or LWDA Letters in the *Nunez* PAGA Action and *Robinson* PAGA Action, and all PAGA claims that were, or reasonably could have been alleged based on facts ascertained during the Actions and released under paragraphs 6.1.1 and 6.2 below, for civil penalties pursuant to PAGA, for including but not limited to, all claims for interest, penalties, premiums, and/or attorney's fees in connection with any of the preceding claims (including but not limited to Lab. Code §§ 200-204, 210, 212, 216, 218.5, 218.6, 221, 222, 223, 225, 225.5, 226, 226(a) 226.3, 226.4, 226.7, 227.3, 245-249, 256, 351, 432, 510, 512, 551-554, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1194.3, 1197, 1197.1, 1198, 1198.5 1199, 2800, 2802, 2810.3, 2926, 2927 and/or all applicable Wage Orders); Cal. Civ. Code § 3287(a), California Code of Civil Procedure § 1021.5, and/or all other statutory and/or regulatory violations alleged in the LWDA letter(s) and/or any Complaint or Amended Complaint in the Actions ("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. Plaintiff Robinson and Plaintiff Nunez acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

6.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiff Robinson and Plaintiff Nunez 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.

6.2. Release by Aggrieved Employees and the State of California: All Aggrieved Employees and the State of California 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, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Complaints and the PAGA Notices and/or LWDA Letters in the *Nunez* PAGA Action and *Robinson* PAGA Action, and all PAGA claims that were, or reasonably could have been alleged based on facts ascertained during the Actions, for civil penalties pursuant to PAGA, for including but not limited to, all claims for interest, penalties, premiums, and/or attorney's fees in connection with any of the preceding claims (including but not limited to Lab. Code §§ 200-204, 210, 212, 216, 218.5, 218.6, 221, 222, 223, 225, 225.5, 226, 226(a) 226.3, 226.4, 226.7, 227.3, 245-249, 256, 351, 432, 510, 512, 551-554, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1194.3, 1197, 1197.1, 1198, 1198.5 1199, 2800, 2802, 2810.3, 2926, 2927 and/or all applicable Wage Orders); Cal. Civ. Code § 3287(a), California Code of Civil Procedure § 1021.5, and/or all other statutory and/or regulatory violations alleged in the LWDA letter(s) and/or any Complaint or Amended Complaint in the Actions for the following time periods:

- November 8, 2022 through August 16, 2024 for Quidel Group 1.
- December 19, 2022 through August 16, 2024 for Quidel Group 2.
- December 19, 2022 through August 16, 2024 for TEG Aggrieved Employees.

6.3. Release by Defendants: Defendants Quidel and TEG waive/release all claims for contribution and indemnity (contractual or otherwise) with regard to the claims covered by the Settlement and includes, but is not limited to, a waiver and release of all claims for attorneys' fees and costs incurred.

6.4. Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Counsel Fees and PAGA Counsel Litigation Expenses incurred in connection with the Actions.

7. **MOTION OR STIPULATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file a stipulation or motion for approval of this Settlement.

7.1. Plaintiffs' Responsibilities. Plaintiffs Robinson and Nunez will prepare and deliver to Defense Counsel and the Court all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)).

7.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the stipulation or motion for approval of this Settlement no later than 60 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 approving the settlement to the Administrator.

7.3. 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.

The Parties agree to support the Settlement so it is effectuated and the Court issues an order granting final approval of the Settlement. The Parties agree that they will work collaboratively and exercise reasonable best efforts to defeat any objections or challenges to the approval of the Settlement. Plaintiffs and Plaintiffs' counsel agree that they will not file any documents relating to or seeking to effectuate this Settlement (including but not limited to papers relating to approval or motions relating to attorneys' fee awards) without providing copies of such documents to Defendants' counsel at least five business days before the documents are filed with the Court.

8. **SETTLEMENT ADMINISTRATION.**

8.1. Selection of Administrator. The Parties have jointly selected CPT Group to serve as the Administrator and verified that, as a condition of appointment, CPT Group 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.

8.2. 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.

8.3. 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. Defendants and Defendants' counsel shall not bear any responsibility for errors or omissions in the calculation of or distribution of the settlement payments or development of the list of recipients of settlement payments.

8.4. Settlement Administration Expenses. Settlement Administration Expenses shall not exceed the estimate of the Settlement Administrator to administrate the settlement. Defendants and Defendants' counsel shall not enter into any contractual relationship with the Settlement Administrator. Fees of the Settlement Administrator shall be paid out of the Gross Settlement Amount.

9. **AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE.** Quidel's contribution to the Gross Settlement Amount was calculated based on the estimate that there are 853 Quidel Aggrieved Employees who worked a total of 28,765 pay periods during the PAGA Period. If the total number of Quidel Aggrieved Employee pay periods increases by more than 12% from the estimate (i.e. an increase of 3,452 more Quidel Aggrieved Employee PAGA Pay Periods), then Quidel's contribution to the GSA will be increased in proportion to the number of total Quidel Aggrieved Employee PAGA Pay Periods in excess of 12%. For example, if the final number of total Quidel Aggrieved Employee PAGA Pay Periods increases by 15% over, Quidel's contribution to the Gross Settlement Amount will increase by 3%.

TEG's contribution to the Gross Settlement Amount was calculated based on the estimate that there are 570 TEG Aggrieved Employees who worked a total of 10,258 pay periods during the PAGA Period. If the total number of TEG Aggrieved Employee pay periods increases by more than 12% from the estimate (i.e. an increase of 1,231 more TEG Aggrieved Employee PAGA Pay Periods), then TEG's contribution to the GSA will be increased in proportion to the number of total TEG Aggrieved Employee PAGA Pay Periods in excess of 12%. For example, if the final number of total TEG Aggrieved Employee PAGA Pay Periods increases by 15% over, TEG's contribution to the Gross Settlement Amount will increase by 3%.

If the provision is triggered and the Gross Settlement Amount is increased, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third of the Gross Settlement Amount after the upward adjustment required by this provision is implemented.

10. **CONTINUING JURISDICTION OF THE COURT**. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Actions, 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. The time within which to bring the Actions to trial under CCP Section 583.310 shall be extended from the date of the signing of the memorandum of understanding (September 24, 2024) by all parties until the entry of the Final Order and Judgment or if not entered the date this agreement shall no longer be of any force or effect.

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

11. **ADDITIONAL PROVISIONS.**

11.1. No Admission of Liability or Representative Manageability for Other Purposes. Defendants expressly deny any liability. Neither this Settlement Agreement nor the preceding Memorandum of Understanding shall constitute an admission of liability or the accuracy of any allegation made by Plaintiffs or Plaintiffs' counsel. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Actions or Complaints in the Actions have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Actions 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 Actions, and Plaintiffs reserve the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions 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).

11.2. 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.

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

11.4. 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 mediator Francis J. "Tripper" Ortman, III (or other, if Mr. Ortman is unavailable) and/or the Court for resolution.

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

11.6. 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.

11.7. 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.

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

11.9. 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.

11.10. 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.

11.11. Confidentiality. Other than information necessary to secure Court approval of this Settlement, the Parties agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. If asked about the disputes between the Parties, the Parties shall provide no statement other than "the matter has been resolved" or "the matter has settled." The Parties may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement. Neither Plaintiffs nor PAGA Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or social media, respond to any press inquiries, or otherwise publicize the settlement or communicate its terms in public or in private, with the exception of filing a motion for approval and providing information as necessary to secure Court approval of the Settlement. Nothing in this agreement prohibits PAGA Counsel from disclosing the Settlement to the LWDA/State of California or to Aggrieved Employees, and as shall be contractually required to effectuate the terms of the Settlement. Additionally, for the limited purpose of allowing PAGA Counsel to prove adequacy as PAGA and/or class counsel in other actions, PAGA Counsel may disclose the name of the Parties in this action and the venue/case number of this action (but not any other settlement details) for such purposes.

11.12. Publicity. Plaintiffs and PAGA Counsel agree not to issue a press release or otherwise notify the media about the terms of the Settlement or advertise or market any of the terms of the Settlement through written, recorded, or electronic communications. In addition, PAGA Counsel will not put details about the settlement on their website. However, this will not prevent PAGA Counsel from undertaking required submissions and disclosures that are required to obtain approval of the Settlement, including and not limited to, submission of the Settlement to the LWDA in conformity with the PAGA statute.

11.13. Use and Return of Aggrieved Employee Data. Information and documents provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

11.14. 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.

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

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

To Plaintiff Robinson:

Roman Shkodnik, Esq.
David Yeremian, Esq.
Emma Geesaman, Esq.
D. Law, Inc.
450 N. Brand Blvd., Suite 840
Glendale, California 91203

To Plaintiff Nunez:

Eric B. Kingsley, Esq.
Kelsey M. Szamet, Esq.
Kingsley Szamet Employment Lawyers
16133 Ventura Boulevard, Suite 1200
Encino, California 91463

Abramson Labor Group
William Zev Abramson
11846 Ventura Blvd., Suite 100
Studio City, CA 91604
To Defendant Quidel:

Julie R. Trotter, Esq.
Madeleine K. Lee, Esq.
Call & Jensen, APC
610 Newport Center Drive, Suite 700
Newport Beach, California 92660

To Defendant TEG:

Stacey E. James
Kim Carter, Esq.
P. Sean Kearney, Esq.
Littler Mendelson P.C.
501 W. Broadway, Suite 900
San Diego, California 92101

11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, 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.

11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation in both Actions shall be stayed, except to effectuate the terms of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Dated: 02/18/2025 By: David Nunez
Plaintiff David Nunez

Dated: 2/18/25 By: ____________
Eric B. Kingsley
Kingsley Szamet Employment Lawyers, PAGA Counsel
Counsel for Plaintiff David Nunez

Dated: 03/18/2025 By: ____________
By: William Zev Abramson
Abramson Labor Group
Counsel for Plaintiff David Nunez

Dated: 2/14/2025 By: Signed by: 115F2E710959428...
Plaintiff Eric Robinson

Dated: 2/14/2025 By: Roman Shkodnik
Roman Shkodnik,
D. Law, Inc., PAGA Counsel
Counsel for Plaintiff Eric Robinson

Dated: ____________ By: ____________
Quidel Defendants
Phillip Askim VP Associate General Counsel
QuidelOrtho for Quidel Defendants

Dated: ____________ By: ____________
Julie R. Trotter
Call & Jensen, APC
Counsel for Quidel Defendants

Dated: ____________ By: ____________
Defendant TEG Staffing, Inc.

Dated: ________________ By: ______________________________
Plaintiff David Nunez

Dated: ________________ By: ______________________________
Eric B. Kingsley
Kingsley Szamet Employment Lawyers, PAGA Counsel
Counsel for Plaintiff David Nunez

Dated: ________________ By: ______________________________
By: William Zev Abramson
Abramson Labor Group
Counsel for Plaintiff David Nunez

Dated: ________________ By: ______________________________
Plaintiff Eric Robinson

Dated: ________________ By: ______________________________
Roman Shkodnik,
D. Law, Inc., PAGA Counsel
Counsel for Plaintiff Eric Robinson

Dated: Feb 18, 2025 By: DocuSigned by: Phillip Askim 55989633632E45F...
Quidel Defendants
Phillip Askim VP Associate General Counsel
QuidelOrtho for Quidel Defendants

Dated: 02/13/2025 By: Julie R. Trotter
Julie R. Trotter
Call & Jensen, APC
Counsel for Quidel Defendants

Dated: ________________ By: ______________________________
Defendant TEG Staffing, Inc.

Dated: ________________ By: ______________________________
Plaintiff David Nunez

Dated: ________________ By: ______________________________
Eric B. Kingsley
Kingsley Szamet Employment Lawyers, PAGA Counsel
Counsel for Plaintiff David Nunez

Dated: ________________ By: ______________________________
By: William Zev Abramson
Abramson Labor Group
Counsel for Plaintiff David Nunez

Dated: 2/14/2025 By: Signed by: 115F2E710959428...
Plaintiff Eric Robinson

Dated: 2/14/2025 By: Roman Shkodnik
Roman Shkodnik,
D. Law, Inc., PAGA Counsel
Counsel for Plaintiff Eric Robinson

Dated: ________________ By: ______________________________
Quidel Defendants
Phillip Askim VP Associate General Counsel
QuidelOrtho for Quidel Defendants

Dated: ________________ By: ______________________________
Julie R. Trotter
Call & Jensen, APC
Counsel for Quidel Defendants

Dated: 18/02/25 By: Rodrigo Alcaine
Rodrigo Alcaine (Feb 18, 2025 12:14 EST)
Defendant TEG Staffing, Inc.

Dated: _2/19/2025_____ By: ____________________________________

Kim Carter
Littler Mendelson, P.C.
Counsel for Defendant TEG Staffing, Inc.

EXHIBIT A

D.LAW, INC.
Emil Davtyan (SBN 299363)
emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
Roman Shkodnik (SBN 285152)
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Attorneys for Plaintiff ERIC ROBINSON,
on behalf of all other aggrieved employees

[Additional Counsel and Parties on Following Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

ERIC ROBINSON and DAVID NUNEZ, on behalf of all other aggrieved employees,

Plaintiffs,

vs.

QUIDEL CORPORATION dba QUIDEL, a Delaware corporation; QUIDELORTHO CORPORATION dba QUIDELORTHO, a Delaware Corporation; QUIDEL CARDIOVASCULAR INC. dba QUIDEL CARDIOVASCULAR, a Delaware Corporation; EASTRIDGE WORKFORCE TECHNOLOGY, INC. dba EASTRIDGE WORKFORCE SOLUTIONS, a California Corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 37-2023-00054933-CU-OE-CTL

Consolidated with Case No.:
37-2023-00048776-CU-OE-CTL

Assigned for All Purposes To:
Hon. Marcella O McLaughlin
Dept.: C-72

CONSOLIDATED COMPLAINT FOR REPRESENTATIVE ACTION FOR PENALTIES UNDER PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE § 2698, *et seq*. FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Failure to Pay Vacation Wages;
6. Failure to Comply with Labor Code §§ 245 *et seq.* and 246;
7. Reimbursement of Necessary Expenditures Under Labor Code § 2802;
8. Violation of Labor Code § 226(a);
9. Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5; and
10. Penalties Pursuant to Labor Code § 203

DEMAND FOR JURY TRIAL

KINGSLEY SZAMET EMPLOYMENT LAWYERS
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Studio City, CA 91604
Telephone: (213) 493-6300
Fax: (213) 382-4083

Attorneys for Plaintiff
DAVID NUNEZ on behalf of all other aggrieved employees

Plaintiffs ERIC ROBINSON and DAVID NUNEZ, (hereinafter "Plaintiffs") on behalf of all other similarly situated Aggrieved Employees complains of Defendants, and each of them, as follows:

INTRODUCTION

1. This is a Representative Action, pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2698, et seq., on behalf of Plaintiffs and similarly situated aggrieved non-exempt employees ("Aggrieved Employees" or "Employees") who currently work or formerly worked for Defendants QUIDEL CORPORATION dba QUIDEL, a Delaware corporation; QUIDELORTHO CORPORATION dba QUIDELORTHO; a Delaware corporation; QUIDEL CARDIOVASCULAR INC. dba QUIDEL CARDIOVASCULAR, a Delaware corporation (all Quidel entities, collectively referred to herein as "Quidel"); and TEG STAFFING INC. DBA EASTRIDGE WORKFORCE SOLUTIONS ("TEG"), a California corporation; and DOES 1 through 50 (all defendants being collectively referred to herein as "Defendants") during the liability period. From at least one (1) year prior to the filing of this action and at least (1) year prior to the date Plaintiffs began exhausting the administrative requirements pursuant to Labor Code § 2698, *et seq*. on **November 8, 2023** (for Plaintiff Nunez to Quidel), **December 19, 2023** (for Plaintiff Robinson to Quidel), and **February 1, 2024** (for Plaintiff Robinson to TEG) and continuing to the present (the "liability period"), Defendants have had a consistent policy of failing to pay all wages due to its California Employees during the course of employment and timely upon separation from employment, failing to provide Employees with meal and rest periods, failing to reimburse necessary business expenses, and failing to issue accurately itemized wage statements to its California employees. Plaintiffs allege that Defendants, and each of them, violated various provisions of the California Labor Code, and relevant orders of the Industrial Welfare Commission (IWC) and seeks redress.

2. Plaintiffs are and were residents of California and during the time period relevant to this Complaint were employed by Defendants as non-exempt hourly employees within the State of California at Defendants' facilities and offices in California. Plaintiffs and the other Aggrieved Employees worked for Defendants in San Diego County and/or throughout California, and

consistently worked at Defendants' behest without being paid all wages due. More specifically, Plaintiffs and the other similarly situated Aggrieved Employees were employed by Defendants and worked at Defendants' offices and other facilities where the conduct giving rise to the allegations in this Complaint occurred. Upon information and belief, Plaintiffs were employed by Defendants and (1) shared similar job duties and responsibilities, (2) were subjected to the same policies and practices, and (3) endured similar violations at the hands of Defendants as the other Aggrieved Employees who served in similar and related positions.

3. Defendants required Plaintiffs and Aggrieved Employees to perform work while remaining under Defendants' control before and after being on the clock for their daily work shift. Defendants failed to provide Plaintiffs and the Aggrieved Employees with lawful meal and rest periods, as employees were not provided with the opportunity to take timely, uninterrupted, and duty-free meal and rest periods as required by the Labor Code.

4. Defendant QUIDEL CORPORATION dba QUIDEL ("QUIDEL") is a Delaware corporation with its principle executive offices in San Diego, California, and has been listed on the employee handbook issued to Plaintiff Robinson during the relevant time period. QUIDEL employs Plaintiffs and the Aggrieved Employees in California, including at Defendants' offices and facilities in San Diego, California, and throughout California and conducts business throughout California.

5. Defendant QUIDELORTHO CORPORATION dba QUIDELORTHO ("QUIDELORTHO") is a Delaware corporation with its principle executive offices in San Diego, California, and has been listed on email communications sent to Plaintiff Robinson during the relevant time period. QUIDELORTHO employs Plaintiffs and the Aggrieved Employees in California, including at Defendants' offices and facilities in San Diego, California, and throughout California and conducts business throughout California.

6. Defendant QUIDEL CARDIOVASCULAR INC. dba QUIDEL CARDIOVASCULAR ("QC") is a Delaware corporation with its principle executive offices in San Diego, California, and has been listed as the employer on the wage statements issued to Plaintiff Robinson during the relevant time period. QC employs Plaintiffs and the Aggrieved Employees in California, including at Defendants' offices and facilities in San Diego, California, and throughout

California and conducts business throughout California.

7. Defendant TEG STAFFING INC. DBA EASTRIDGE WORKFORCE SOLUTIONS ("EASTRIDGE") is a California corporation with its principle executive offices in San Diego, California and employed Plaintiff Robinson. EASTRIDGE employs Aggrieved Employees in San Diego County, including at Defendants' offices and facilities in San Diego, California, and throughout California and conducts business throughout California.

8. Additionally, under California Labor Code § 2810.3, QUIDEL, QUIDELORTHO, and QC shares with EASTRIDGE, and any other staffing agency it uses, in civil legal responsibility for all workers supplied to QUIDEL, QUIDELORTHO, and QC for their collective failure to pay all earned wages. California Labor Code § 2810.3 requires that "A client employer shall share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor for…the payment of wages." A "labor contractor" (here, EASTRIDGE), is defined as "an individual or entity that supplies, either with or without a contract, a client employer with workers to perform labor within the client employer's usual course of business." "Client employer" (here QUIDEL, QUIDELORTHO, and QC) is defined as "a business entity, regardless of its form, that obtains or is provided workers to perform labor within its usual course of business from a labor contractor." Upon information and belief, Defendants QUIDEL, QUIDELORTHO, and QC are and have been client employers within the definition of Labor Code § 2810.3 and share with EASTRIDGE, the labor contractor, all civil legal responsibility and civil liability for failure to pay all wages earned by Plaintiffs and the Aggrieved Employees.

9. The true names and capacities, whether individual, corporate, associate, or whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to Plaintiffs, who therefore sue these Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiffs are informed and believe and thereon allege that Defendants designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in some manner for the unlawful acts referred to herein. Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated herein as Does 1 through 50 when their identities become known.

10. Plaintiffs are informed and believe and thereon allege that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all respects as the employers or joint employers of Employees. Defendants, and each of them, exercised control over the wages, hours or working conditions of Employees, created and implemented the policies and practices that governed the employment of Plaintiffs and the Aggrieved Employees and dictated their job duties and responsibilities, or otherwise suffered or permitted Employees to work, or engaged, thereby creating a common law employment relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly employed Employees.

JURISDICTION AND VENUE

11. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure § 410.10. This Action is brought as a PAGA representative action on behalf of similarly situated Aggrieved Employees of Defendants pursuant to California Labor Code § 2698, *et seq*. Venue as to Defendants is also proper in this judicial district pursuant to California Code of Civil Procedure § 395 *et seq*. Upon information and belief, the obligations and liabilities giving rise to this lawsuit occurred at least in part in San Diego County and Defendants maintain and operate company offices and facilities in San Diego County and employ Plaintiffs and other Aggrieved Employees in San Diego County and throughout California.

FACTUAL BACKGROUND

12. Aggrieved Employees, including Plaintiffs, are nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire Employees who work in nonexempt positions at the direction of Defendants in the State of California. Plaintiffs and the Aggrieved Employees were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically, Plaintiffs and Employees were not paid for the time that they worked “pre-shift” and “post-shift” without compensation by waiting in line to clock-in for their shifts and performing work-related tasks after clocking out, including taking out trash. Plaintiffs and Employees were also not paid for off-the-clock work, including the time

spent taking off protective gear after clocking out for meal breaks and putting on protective gear before clocking back in after meal breaks.

13. Plaintiffs also contend that Defendants failed to pay Plaintiffs and the Aggrieved Employees all wages due and owing, failed to provide meal and rest breaks, and failed to furnish accurate wage statements, all in violation of various provisions of the California Labor Code and applicable Wage Orders. Additionally, Defendants paid Plaintiffs and Employees shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate all remunerations, including shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Plaintiffs and Employees worked overtime and received shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

14. During the course of Plaintiffs and the Aggrieved Employees' employment with Defendants, they were not paid all wages they were owed, including for all work performed and for all overtime hours worked, and they were forced to work during their meal and rest breaks.

15. As a matter of uniform Company policy, Plaintiffs and the Aggrieved Employees were required to work during their meal and rest breaks which were not compensated by Defendants in violation of the California Labor Code. Plaintiffs and the Aggrieved Employees were also not paid regular wages and overtime for the time they were required to comply with other requirements imposed upon them, which they had to complete while working through their meal and rest breaks and without compensation. As a result, Plaintiffs and the Aggrieved Employees worked shifts over eight (8) hours in a day and over forty (40) hours in a work week, but they were not paid at the appropriate overtime rate for all such hours, including by being required to perform work duties and tasks without pay and while off-the-clock which caused overtime to begin accruing before it did in Defendants' timekeeping and payroll systems. As a result, Plaintiffs and the Aggrieved Employees worked substantial overtime hours during their employment with

Defendants for which they were not compensated, in violation of the California Labor Code, applicable IWC Wage Orders.

16. As a result of the above described daily work demands and pressures to work through breaks, and the other wage violations they endured at Defendants' hands, Plaintiffs and the Aggrieved Employees were not properly paid for all wages earned and for all wages owed to them by Defendants, including when working more than eight (8) hours in any given day and/or more than forty (40) hours in any given week. As a result of Defendants' unlawful policies and practices, Plaintiffs and Aggrieved Employees incurred overtime hours worked for which they were not adequately and completely compensated, in addition to the hours they were required to work off the clock. To the extent applicable, Defendants also failed to pay Plaintiffs and the Aggrieved Employees at an overtime rate of 1.5 times the regular rate for the first eight hours of the seventh consecutive work day in a week and overtime payments at the rate of 2 times the regular rate for hours worked over eight (8) on the seventh consecutive work day, as required under the Labor Code, applicable IWC Wage Orders.

17. Therefore, from at least one (1) year prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees for all hours worked and failing to pay minimum wage for all time worked as required by California Law.

18. Additionally from at least one (1) year prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees overtime compensation at premium overtime rates for all hours worked in excess of eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders.

19. Additionally, from at least one (1) year prior to the filing of this lawsuit and continuing to the present, Defendants have regularly required Employees to work shifts in excess of five (5) hours without providing them with timely, uninterrupted meal periods of not less than thirty (30) minutes, and shifts in excess of ten (10) hours without providing them with second meal periods of not less than thirty minutes; nor did Defendants pay Employees "premium pay," i.e. one hour of

wages at each Employee's effective hourly rate of pay, for each meal period that Defendants failed to provide or deficiently provided. When meal period premiums were paid, Defendants had a consistent policy of paying meal period premiums at the base rate and not the regular rate in violation of Labor Code §§ 226.7 and 512. In addition, what meal periods were provided were not off-duty and were less than thirty minutes due to Defendants' policy requiring Plaintiffs and Employees to take off protective gear after clocking out for meal breaks and to put the protective gear back on before clocking back in after meal breaks.

20. From at least one (1) year prior to the filing of this lawsuit and continuing to the present, Defendants have consistently failed to provide Employees with paid duty-free rest breaks of not less than ten (10) minutes for every work period of four (4) or more consecutive hours; nor did Defendant pay Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided at one hour of wages at each Employee's effective regular rate of pay, for each rest break that Defendants failed to provide or deficiently provided. When rest break premiums were paid, Defendants had a consistent policy of paying the rest break premiums at the base rate and not the regular rate. Specifically, Plaintiffs and Employees were required to take off protective gear when they went for rest breaks and put the protective gear back on during their rest breaks and before returning to work resulting in rest breaks of less than ten minutes.

21. From at least one (1) year prior to the filing of this lawsuit and continuing to the present, Defendants paid Plaintiffs and Employees shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate all remunerations, including shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating sick pay. Therefore, during times when Plaintiffs and Employees worked overtime and received shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed to pay all sick pay by paying a lower overtime rate than required.

22. From at least one (1) year prior to the filing of this lawsuit and continuing to the present, Defendants paid Plaintiffs and Employees shift differentials, nondiscretionary

commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate all remunerations, including shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating vacation pay. Therefore, during times when Plaintiffs and Employees worked overtime and received shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed to pay all vacation pay by paying a lower overtime rate than required.

23. From at least one (1) years prior to the filing of this lawsuit and continuing to the present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the performance of their job duties for Defendants including, but not limited to the cost of personal cell phone usage for work and tools that were not provided by Defendants but which were necessary to perform their duties under Defendants' employ in violation of Labor Code § 2802.

24. Additionally, from at least one (1) year prior to the filing of this lawsuit, and continuing to the present, Defendants have consistently failed to provide Employees with timely, accurate, and itemized wage statements as required by California wage-and-hour laws. Specifically, Defendants failed in their affirmative obligation to keep accurate records of the correct overtime wages based on proper regular rate calculations that included shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total amount of compensation of their Employees. In addition, the wage statements provided to Employees failed to accurately list the total hours worked and the corresponding number of hours worked at each applicable hourly rate in violation of Labor Code §§ 226(a)(2) and (9). Moreover, the wage statements given to Employees by Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal periods and rest breaks, all of which Defendants knew or reasonably should have known were owed to Employees, as alleged hereinabove. The wage statements provided to Employees were confusing and required Employees to engage in discovery and refer to outside sources to verify whether their pay was correct and potentially resulting in a miscalculation by the Employees. Plaintiffs and Aggrieved Employees are therefore entitled to penalties not to exceed $4,000.00 for each employee pursuant to Labor Code § 226(b).

25. Additionally, from at least one (1) year prior to the filing of this lawsuit, and continuing to the present, Defendants have consistently failed to keep accurate time and wage records as required by California wage-and-hour laws.

26. From at least one (1) year prior to filing this lawsuit and continuing to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to Employees at the time of their termination of within seventy-two (72) hours of their resignation, as required by California wage-and-hour laws.

27. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.4, 226.7, 227.3, 245, *et seq*., 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq*, 2802, and 2810.3 and applicable provisions of the IWC Wage Orders.

PAGA NOTICE AND ALLEGATIONS

28. Plaintiffs bring this PAGA representative action on behalf of themselves and all other similarly situated Aggrieved Employees employed by Defendants during the liability period pursuant to Labor Code § 2698 *et seq*. Plaintiffs and Employees are aggrieved employees as defined under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and either were or are employed by the alleged violators, Defendants. Upon information and belief, at all times during the liability period, Plaintiffs and the Aggrieved Employees were employees subject to the protections of the California Labor Code and the applicable Industrial Welfare Commission ("IWC") Wage Orders, including IWC Wage Order No. 1-2001 regulating the wages, hours and working conditions in the Manufacturing Industry ("Wage Order No. 1").

29. In failing to pay Aggrieved Employees minimum wages and overtime, not providing proper meal and rest periods, failing to reimburse necessary business expenses, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all addressed herein, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC Wage

Orders.

30. As such, Plaintiffs and the Aggrieved Employees seek wages and penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, which includes the penalty provisions, without limitation, based *inter alia* on the following California Labor Code sections: 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.4, 226.7, 227.3, 245 *et seq*., 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.,* 2802, and 2810.3.

31. More specifically, after complying with the notice procedures of Labor Code § 2699.3, Plaintiffs assert as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees a PAGA claim for violations of the underlying claims addressed herein and seeking penalties as specified by the applicable corresponding provisions, including as follows:

(a) Wage Claims: For failure to provide Plaintiffs and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and Sections 2(K), 3(A) and 4 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, and wages, under Labor Code §§ 510, 558, 1194.2, 1197.1, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(b) Meal and Rest Period Claims: For failure to provide Plaintiffs and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A) and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, and wages, under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide

Plaintiffs and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiffs and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable, and wages, under Labor Code §§ 201, 202, 203, 204, 210, 558, 1197, and 2699(f)(2), and Section 20 of the applicable IWC Wage Order(s), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Failure to Pay Vacation Time: For Defendants paying vacation time to Aggrieved Employees at a lower rate seeking all civil penalties available and applicable, and wages, under the Labor Code the applicable IWC Wage Order(s), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(f) Failure to Pay Sick Pay: For Defendants paying sick pay to Aggrieved Employees at a lower rate seeking all civil penalties available and applicable, and wages, under the Labor Code and the applicable IWC Wage Order(s), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(g) Failure to Reimburse Necessary Business expenses: For Defendants failing to reimburse necessary business expenses, in violation of the law seeking all civil penalties available and applicable, and wages, under the Labor Code the applicable IWC Wage Order(s), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(h) All Alleged Violations of the IWC Wage Orders: For any above addressed violation of the applicable provisions of the IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

32. The penalties shall be allocated under Labor Code § 2699(i) as follows: 75% to the Labor and Workforce Development Agency (LWDA) and 25% to the affected employees.

33. As also addressed above, Plaintiffs on behalf of the Aggrieved Employees also seek the penalties and remedies set forth in Labor Code § 558, which states:

> (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee.
>
> (b) If upon inspection or investigation the Labor Commissioner determines that a person had paid or caused to be paid a wage for overtime work in violation of any provision of this chapter, or any provision regulating hours and days of work in any order of the Industrial Welfare Commission, the Labor Commissioner may issue a citation. The procedures for issuing, contesting, and enforcing judgments for citations or civil penalties issued by the Labor Commissioner for a violation of this chapter shall be the same as those set out in Section 1197.1.
>
> (c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

34. Plaintiff Nunez has exhausted his administrative remedy by sending a certified letter to the LWDA and Quidel postmarked on **November 8, 2023** addressing in detail the specific provisions of the Labor Code Defendants have violated and addressing the facts and legal theories to support the alleged violations. Robinson has exhausted his administrative remedy by sending a certified letter to the LWDA and Quidel postmarked on **December 19, 2023** and to TEG and Quidel on **February 1, 2024,** addressing in detail the specific provisions of the Labor Code Defendants have violated and addressing the facts and legal theories to support the alleged violations. The LWDA has not provided notice of its intent to investigate the alleged violations within 65 calendar days of the postmark date of the letters. As a result, as a matter of law, Plaintiffs are entitled to file this Complaint for full compliance and exhaustion of the notice requirements under the PAGA and seeks civil penalty assessments against Defendants as

Representatives of the State of California as hereinafter alleged and in accordance with the law, in addition to costs and reasonable attorneys' fees as provided by the PAGA statute. A true and correct copy of the **November 8, 2023** Notice to the LWDA and Quidel is attached hereto as **Exhibit A** and is expressly incorporated into this Complaint as if set forth in full. A true and correct copy of the **December 19, 2023** Notice to the LWDA and Quidel is attached hereto as **Exhibit B** and is expressly incorporated into this Complaint as if set forth in full. A true and correct copy of the **February 1, 2024** Notice to the LWDA and Quidel and TED is attached hereto as **Exhibit C**, and is expressly incorporated into this Complaint as if set forth in full. Plaintiffs allege that the notice period provided by statute has expired and amendment is proper pursuant to Labor Code § 2699.3(a)(2)(C).

35. This action has been brought and may properly be maintained as a representative action under the provisions of Labor Code § 2698 *et seq*. seeking civil and statutory penalties and wages based, *inter alia*, on the following claims addressed in detail herein:

a. Defendants failed to pay Employees minimum wages and wages for all hours worked;

b. Defendants failed to pay Employees overtime as required under Labor Code § 510;

c. Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;

d. Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to authorize and permit Employees to take requisite rest breaks or provide premium pay in lieu thereof;

e. Defendants violated Labor Code § 226(a) by providing Employees with inaccurate wage statements;

f. Defendants failed to pay Employees vacation wages as required under Labor Code § 227.3;

g. Defendants failed to pay Employees sick pay as required under Labor Code § 245;

h. Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;

i. Defendants violated Labor Code § 226 and § 1174 and the IWC Wage Orders by failing to maintain accurate records of Aggrieved Employees' earned wages and work periods;

j. Defendants violated Labor Code § 1194 by failing to compensate all Employees during the relevant time period for all hours worked, whether regular or overtime;

k. Defendants violated Labor Code § 204 by failing to pay Employees all wages earned at least twice monthly; and

l. Defendants failed to reimburse necessary business expenses incurred by Employees in connection with performing their job duties under Labor Code § 2802.

FIRST CAUSE OF ACTION

PENALTIES UNDER THE PAGA FOR FAILURE TO PAY MINIMUM WAGES

(Against All Defendants)

36. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

37. Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of misstating Employees time records and failing to pay Employees for all hours worked. Defendants did not pay Plaintiffs and Employees at the applicable minimum wage for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with working "pre-shift" and "post-shift" without compensation by waiting in line to clock in and performing work related duties, such as taking out the trash, after clocking out. Employees also worked off-the-clock by taking protective gear off after clocking out for meal breaks and putting the gear back on before clocking back in after meal breaks. Defendants also consistently failed to pay Employees for hours worked during alleged meal periods for which Employees were consistently denied, as also addressed herein. Moreover, Defendants did not pay Plaintiffs and Employees at the applicable minimum wage for all hours worked. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to Aggrieved Employees, as a result of implementing a uniform policy and

practice that denied accurate compensation to Plaintiffs and the other members of the Aggrieved Employees as to minimum wage pay.

38. Pursuant to Labor Code § 2699, Plaintiffs seek all applicable PAGA civil penalties and remedies for each Aggrieved Employee for each pay period in the applicable statute of limitations in which the Aggrieved Employee was not paid for all hours worked for each pay period, plus reasonable attorneys' fees and costs.

39. The Private Attorneys General Act of 2004 ("PAGA") provides that:

> ... an aggrieved employee may recover the civil penalty described in subdivision (I) in a civil action pursuant to the procedures specified in Section 2699.3 filed on behalf of himself or herself and other current or former employees against whom one or more of the alleged violations was committed. Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs. Nothing in this part shall operate to limit an employee's right to pursue or recover other remedies available under state or federal law, either separately or concurrently with an action taken under this part.

California Labor Code § 2699(g)(1).

40. Plaintiffs are "aggrieved employee(s)" under the PAGA, as they were employed by Defendants during the applicable statutory period and suffered one or more of the California Labor Code violations set forth herein. Accordingly, Plaintiffs seeks to recover on behalf of themselves and all other current and former aggrieved non-exempt employees, as defined above, the civil penalties provided by the PAGA, plus reasonable attorneys' fees and costs.

41. Plaintiffs, by virtue of the Notice correspondences dated **November 8, 2023, December 19, 2023,** and **February 1, 2024** respectively attached hereto as **Exhibit A, Exhibit B**, and **Exhibit C** have satisfied all prerequisites to serve as representatives of the general public to enforce California's labor laws, including without limitation, the penalty provisions identified in California Labor Code § 2699.5. Because the LWDA took no steps within the applicable time period required to intervene, and because Defendants took no corrective actions to remedy the allegations set forth above, Plaintiffs, as representatives of the people of the State of California, will seek, and hereby do seek, any and all civil penalties otherwise capable of being collected by the Labor

Commission and/or the Department of Labor Standards Enforcement ("DLSE").

42. Any civil penalties recovered herein will be distributed in accordance with the PAGA, with at least 75% of the penalties recovered being reimbursed to the State of California and the LWDA, where applicable. *See* Labor Code § 2699(i).

43. Specifically, Plaintiffs seek to recover civil penalties pursuant to the PAGA that arise from the policies, practices, and business acts of Defendants to the extent provided by law as a Representative Action, including reasonable attorneys' fees and costs, and underpayment of wages as permitted by Labor Code § 558, as a separate penalty provided by the PAGA statute. Labor Code § 558 provides in pertinent part:

> (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee….
>
> (c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

44. Plaintiffs seek civil penalties against Defendants for failure to provide Plaintiffs and other aggrieved non-exempt employees proper regular pay and minimum wages for regular hours worked and/or overtime premium pay for overtime hours worked during the applicable statutory period.

45. Section 4 of IWC Wage Order No. 1 provides in pertinent part: "(A) Every employer shall pay to each employee wages not less than the following: (1) Any employer who employs 26 or more employees shall pay to each employee wages not less than the following: (a) Ten dollars and fifty cents ($10.50) per hour for all hours worked, effective January 1, 2017; (b) Eleven dollars ($11.00) per hour for all hours worked, effective January 1, 2018; (c) Twelve dollars ($12.00) per hour for all hours worked, effective January 1, 2019;.... (B) Every employer shall pay to each

employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise."

46. Section 2(K) of IWC Wage Order No. 1 defines "Hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

47. In California, employees must be paid at least the then applicable state minimum wage for all hours worked. (IWC Wage Order MW-2014). Additionally, pursuant to California Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

48. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states: "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful."

49. The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to Labor Code § 1194(a) which states: "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 attorney's fees and costs of suit."

50. As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders, entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate and no part of this rate may be used as a credit against a minimum wage obligation.

51. In committing these violations of the California Labor Code, Defendants inaccurately recorded, or calculated the correct time worked and consequently underpaid the actual time worked by Plaintiffs and other Aggrieved Employees. Defendants acted in an illegal attempt

to avoid the payment of all earned wages, and other benefits in violation of the California Labor Code, the Industrial Welfare Commission requirements and other applicable laws and regulations. As a result of these violations, Defendant also failed to timely pay all wages earned in accordance with California Labor Code § 1194.

52. California Labor Code § 1194.2 also provides for the following remedies: "In any action under Section 1194 . . . to recover wages because of the payment of a wage less than the minimum wages fixed by an order of the commission, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon."

53. In addition to restitution for all unpaid wages, pursuant to California Labor Code § 1197.1, Plaintiffs and Aggrieved Employees are entitled to recover a penalty of $100.00 for the initial failure to timely pay each employee minimum wages, and $250.00 for each subsequent failure to pay each employee minimum wages.

54. Pursuant to California Labor Code § 1194.2, Plaintiffs and Aggrieved Employees are further entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and interest thereon.

55. Labor Code § 1198 also requires that: "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Labor Code § 1198 therefore provides a basis in the Labor Code to recover for violations of the IWC Wage Order provisions, and Labor Code § 2699.5 list Section 1198 as one of the provisions for which a representative PAGA action may be commenced under Labor Code § 2699.3.

56. Additionally, Labor Code § 1199 provides that: "Every employer or other person acting either individually or as an officer, agent, or employee of another person is guilty of a misdemeanor and is punishable by a fine of not less than one hundred dollars ($100)…, who does any of the following: (a) Requires or causes any employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission. (b) Pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission…."

57. Similarly, Section 20 of IWC Wage Order No. 1 addresses further penalties as follows: "(A) In addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty of: (1) Initial Violation — $50.00 for each underpaid employee for each pay period during which the employee was underpaid in addition to the amount which is sufficient to recover unpaid wages. (2) Subsequent Violations — $100.00 for each underpaid employee for each pay period during which the employee was underpaid in addition to an amount which is sufficient to recover unpaid wages. (3) The affected employee shall receive payment of all wages recovered."

58. Additionally, Plaintiffs and the Aggrieved Employees were required to endure unlawful deductions from their wages, as set forth above in connection with off the clock work. Labor Code § 221 instructs that: "It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." These unlawful deductions equate to additional unpaid wage violations giving rise to PAGA penalties, and Labor Code § 221is an enumerated provision under Labor Code § 2699.5.

59. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

60. Labor Code § 2699(f)(2) states: "For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation."

61. Labor Code § 2699.3 allows "(a) A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5" to commence upon satisfaction of its written notice requirements. Additionally, Labor Code § 2699.5 provides, in pertinent part that "[t]he provisions of subdivision (a) of Section 2699.3 apply

to any alleged violation of the following provisions: [Labor Code §§] 204,… 221, …510, 512,… 1194, 1197, 1197.1 and 1198…1199”, and these provisions of the Code allow for recovery of civil penalties pursuant to the PAGA in this action.

62. Defendants’ conduct, as alleged herein, violates the aforementioned regulations because Defendants failed to properly compensate Plaintiffs and other aggrieved non-exempt employees applicable minimum wages and contractually agreed upon wages for all hours they were required to work and remain under Defendants’ control.

63. As a direct and proximate result of the Defendants’ unlawful acts, as alleged in detail herein, Plaintiffs and other aggrieved non-exempt employees have been deprived, and continue to be deprived, of minimum wages and all wages owed for all hours they worked.

64. As such, Defendants are liable for PAGA penalties resulting from their failure to provide Plaintiffs and the other Aggrieved Employees minimum wages and all wages owed for all hours worked. Accordingly, Plaintiffs are entitled to recover, and hereby seek through this representative action, all civil and statutory penalties authorized for violations of California Labor Code §§ 510, 1194, 1197, 1197.1, 1198, 221 and 204 and Sections 2(G), 4, and 20 of the applicable IWC Wage Order(s), and Plaintiffs seek all civil and statutory penalties available and applicable, and wages, under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

65. Plaintiffs have fully complied with the procedures specified in Labor Code § 2699.3. For the purposes of this cause of action, recovery of civil penalties will include the recovery of underpaid wages pursuant to Labor Code §§ 558(a)(1)-(3), in an amount according to proof and subject to Court approval.

SECOND CAUSE OF ACTION

PENALTIES UNDER THE PAGA FOR FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510

(Against All Defendants)

66. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

67. California Labor Code § 1194 provides that "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 attorney's fees, and costs of suit." The action may be maintained directly against the employer in an employee's name without first filing a claim with the Division of Labor Standards and Enforcement.

68. By their conduct, as set forth herein, Defendants violated California Labor Code § 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked, including time off the clock working "pre-shift" and "post-shift" without compensation by waiting in line to clock in for their shifts and performing work related duties, such as taking out the trash, after clocking out. Defendants also did not pay Employees for time spent working off-the-clock during meal periods, including by taking off protective gear after clocking out for meal periods and putting on the protective gear before clocking back in after meal periods. Therefore, Employees were often not properly compensated, nor were they paid overtime rates for all hours worked in excess of eight hours in a given day, and/or forty hours in a given week as alleged in the December 19, 2023 Notice to the LWDA.

69. The forgoing uncompensated work caused Plaintiffs and Employees to work in excess of eight (8), ten (10), and twelve (12) hours a day, and/or forty (40) hours a week, entitling them to overtime and double-time wages which were systemically denied.

70. Furthermore, on information and belief, Defendants did not pay Plaintiffs and Employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, Defendants paid Plaintiffs and Employees shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and

belief, Defendants failed to incorporate all remunerations, including shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate.

71. Therefore, during times when Plaintiffs and Employees worked overtime and received shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

72. Defendants' failure to pay Plaintiffs and the Aggrieved Employees the unpaid balance of regular wages owed and overtime compensation, as required by California law, violates the provisions of Labor Code §§ 510 and 1198, and is therefore unlawful.

73. Pursuant to Labor Code § 2699, Plaintiffs seek all applicable civil penalties and remedies for each Aggrieved Employee for each pay period in the applicable statute of limitations in which the Aggrieved Employee was not paid at the correct overtime rate for all hours worked for each pay period, plus reasonable attorneys' fees and costs.

74. The Private Attorneys General Act of 2004 ("PAGA") provides that:

> ... an aggrieved employee may recover the civil penalty described in subdivision (I) in a civil action pursuant to the procedures specified in Section 2699.3 filed on behalf of himself or herself and other current or former employees against whom one or more of the alleged violations was committed. Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs. Nothing in this part shall operate to limit an employee's right to pursue or recover other remedies available under state or federal law, either separately or concurrently with an action taken under this part.

California Labor Code § 2699(g)(1).

75. Plaintiffs are "aggrieved employee(s)" under the PAGA, as they were employed by Defendants during the applicable statutory period and suffered one or more of the California Labor Code violations set forth herein. Accordingly, Plaintiffs seek to recover on behalf of themselves and all other current and former aggrieved non-exempt employees, as defined above, the civil penalties provided by the PAGA, plus reasonable attorneys' fees and costs.

76. Plaintiffs, by virtue of the Notice correspondences dated **November 8, 2023**, **December 19, 2023,** and **February 1, 2024** respectively attached hereto as **Exhibit A, Exhibit B**, and **Exhibit C**, have satisfied all prerequisites to serve as representatives of the general public to

enforce California's labor laws, including without limitation, the penalty provisions identified in California Labor Code § 2699.5. Because the LWDA took no steps within the applicable time period required to intervene, and because Defendants took no corrective actions to remedy the allegations set forth above, Plaintiffs, as representatives of the people of the State of California, will seek, and hereby do seek, any and all civil penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement ("DLSE").

77. Any civil penalties recovered herein will be distributed in accordance with the PAGA, with at least 75% of the penalties recovered being reimbursed to the State of California and the LWDA, where applicable. *See* Labor Code § 2699(i).

78. Specifically, Plaintiffs seek to recover civil penalties pursuant to the PAGA that arise from the policies, practices, and business acts of Defendants to the extent provided by law as a Representative Action, including reasonable attorneys' fees and costs, and underpayment of wages as permitted by Labor Code § 558, as a separate penalty provided by the PAGA statute. Labor Code § 558 provides in pertinent part:

> (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee….
>
> (c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

79. Section 2(G) of IWC Wage Order No. 1 defines "Hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

80. In California, employees must be paid at least the then applicable state minimum wage for all hours worked. (IWC Wage Order MW-2014). Additionally, pursuant to California Labor Code § 204, other applicable laws and regulations, and public policy, an employer must

timely pay its employees for all hours worked. Defendants failed to do so. Defendants' failure to pay compensation in a timely fashion also constituted a violation of California Labor Code § 204, which requires that all wages shall be paid semimonthly. During the liability period, Defendants have failed to pay all wages and overtime compensation earned by Aggrieved Employees, and each such failure to make a timely payment of compensation to Employees constitutes a separate violation of California Labor Code § 204.

81. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states: "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful."

82. The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to Labor Code § 1194(a) which states: "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 attorney's fees and costs of suit."

83. As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate and no part of this rate may be used as a credit against a minimum wage obligation.

84. In committing the above addressed violations of the California Labor Code, Defendants inaccurately recorded, or required Plaintiffs and the Aggrieved Employees to input times that did not reflect their actual hours worked, or calculated the incorrect time worked and consequently underpaid the actual time worked by Plaintiffs and other Aggrieved Employees. Defendants acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the California Labor Code, the Industrial Welfare Commission requirements and other applicable laws and regulations. As a result of these violations, Defendant also failed to timely

pay all wages earned in accordance with California Labor Code § 1194.

85. California Labor Code § 1194.2 also provides for the following remedies: "In any action under Section 1194 . . . to recover wages because of the payment of a wage less than the minimum wages fixed by an order of the commission, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon."

86. In addition to restitution for all unpaid wages, pursuant to California Labor Code § 1197.1, Plaintiffs and Aggrieved Employees are entitled to recover a penalty of $100.00 for the initial failure to timely pay each employee minimum wages, and $250.00 for each subsequent failure to pay each employee minimum wages.

87. Pursuant to California Labor Code § 1194.2, Plaintiffs and Aggrieved Employees are further entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and interest thereon.

88. Labor Code § 1198 also requires that: "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Labor Code § 1198 therefore provides a basis in the Labor Code to recover for violations of the IWC Wage Order provisions, and Labor Code § 2699.5 lists Section 1198 as one of the provisions for which a representative PAGA action may be commenced under Labor Code § 2699.3.

89. Additionally, Labor Code § 1199 provides that: "Every employer or other person acting either individually or as an officer, agent, or employee of another person is guilty of a misdemeanor and is punishable by a fine of not less than one hundred dollars ($100)…, who does any of the following: (a) Requires or causes any employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission. (b) Pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission…."

90. Similarly, Section 20 of IWC Wage Order No. 1 addresses further penalties as follows: "(A) In addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this

order, shall be subject to the civil penalty of: (1) Initial Violation — $50.00 for each underpaid employee for each pay period during which the employee was underpaid in addition to the amount which is sufficient to recover unpaid wages. (2) Subsequent Violations — $100.00 for each underpaid employee for each pay period during which the employee was underpaid in addition to an amount which is sufficient to recover unpaid wages. (3) The affected employee shall receive payment of all wages recovered."

91. Defendants have the ability to pay overtime wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

92. Labor Code § 2699(f)(2) states: "For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation."

93. Labor Code § 2699.3 allows "(a) A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5" to commence upon satisfaction of its written notice requirements. Additionally, Labor Code § 2699.5 provides, in pertinent part that "[t]he provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: [Labor Code §§] 204,…510, 512,… 1194, 1197, 1197.1 and 1198…1199" among the provisions of the Code that allow for recovery of civil penalties pursuant to the PAGA.

94. Defendants' conduct, as alleged herein, violates the aforementioned regulations because Defendants failed to properly compensate Plaintiffs and other aggrieved non-exempt employees applicable minimum wages and contractually agreed upon wages for all hours they were required to work and remain under Defendants' control.

95. As a direct and proximate result of the Defendants' unlawful acts, as alleged in detail herein, Plaintiffs and other aggrieved non-exempt employees have been deprived, and continue to

be deprived, of overtime wages owed for all hours they worked.

96. As such, Defendants are liable for PAGA penalties resulting from their failure to timely provide Plaintiffs and the other Aggrieved Employees overtime and premium wages for all hours worked. Accordingly, Plaintiffs are entitled to recover, and hereby seek through this representative action, all civil and statutory penalties authorized for violations of California Labor Code §§ 510, 1194, 1197, 1197.1, 1198, and 204 and Sections 2(G), 4, and 20 of the applicable IWC Wage Order(s), and Plaintiffs seek all civil and statutory penalties available and applicable, and wages, under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

97. Plaintiffs have fully complied with procedures specified in Labor Code § 2699.3. For the purposes of this cause of action, recovery of civil penalties will include the recovery of underpaid wages pursuant to Labor Code §§ 558(a)(1)-(3), in an amount according to proof and subject to Court approval.

THIRD CAUSE OF ACTION

PENALTIES UNDER THE PAGA FOR MEAL-PERIOD LIABILITY UNDER LABOR CODE §§ 226.7, 512

(Against All Defendants)

98. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

99. Employees regularly worked shifts greater than five (5) hours and greater than ten (10) hours. Pursuant to Labor Code § 512, an employer may not employ someone for a shift of more than five (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second meal period of not less than thirty (30) minutes.

100. Similar to Labor Code § 512, Section 11(A)-(D) of Wage Order No. 1 provides that: "(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the

employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked…. (B) If an employer fails to provide an employee a meal 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 meal period is not provided…."

101. Defendants failed to provide Employees with meal periods as required under the Labor Code. Employees were consistently required to work through their meal periods which they were consistently denied due to Defendants' heavy workload and failure to staff appropriately. Employees were also required to take meal periods after working well beyond the five (5) hour shifts. Furthermore, Employees were regularly required to work for more than 10 hours in a given shift without receiving a second uninterrupted thirty (30) minute meal period as required by law. In addition, when Employees did take meal periods, they were less than thirty minutes due to Defendants' policy requiring Employees to take off protective gear after clocking out for meal periods and put the protective gear back on before clocking back in after their meal periods.

102. Moreover, Defendants failed to compensate Employees for each meal period not provided or inadequately provided, as required under Labor Code § 226.7 and paragraph 11 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a meal period in accordance with this section, 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. Additionally, as detailed above, when Defendants did pay meal period premiums, they did so at the normal regular rate of pay without factoring in all forms or remuneration/compensation or by otherwise incorrectly calculating the regular rate.

103. Plaintiffs seek civil penalties against Defendants for failure to provide Plaintiffs and other aggrieved non-exempt employees lawful off-duty unpaid meal periods, as well as corresponding premium pay for denied meal periods, during the applicable statutory period.

104. Plaintiffs seek to recover civil penalties pursuant to the PAGA that arise from the policies, practices and business acts of Defendants to the extent provided by law as a Representative

Action, including reasonable attorneys' fees and costs, and underpayment of wages as permitted by Labor Code § 558, as a separate penalty provided by the PAGA statute. Labor Code § 558 provides in pertinent part:

> (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee….
>
> (c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

105. Section 2(K) of IWC Wage Order No. 1 defines "Hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

106. Labor Code § 1198 also requires that: "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Labor Code § 1198 therefore provides a basis in the Labor Code to recover for violations of the IWC Wage Order provisions, and Labor Code § 2699.5 list Section 1198 as one of the provisions for which a representative PAGA action may be commenced under Labor Code § 2699.3.

107. Premium pay for denied lawful meal and rest periods is considered a "wage" rather than a penalty. *See Murphy v. Kennefh Cole Prods., Inc.* (2007) 40 Cal. 4th 1094, 1114.

108. Specifically, Plaintiffs seek to recover civil penalties pursuant to the PAGA that arise from the policies, practices, and business acts of Defendants to the extent provided by law as a Representative Action, including reasonable attorneys' fees and costs, and underpayment of wages as permitted by Labor Code § 558, as a separate penalty provided by the PAGA statute.

109. Labor Code § 2699(f)(2) states: "For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation."

110. Labor Code § 2699.3 allows "(a) A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5" to commence upon satisfaction of its written notice requirements. Additionally, Labor Code § 2699.5 provides, in pertinent part that "[t]he provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: "[Labor Code §§] 226.7, …512,…558,… and 1198" among the provisions of the Code that allow for recovery of civil penalties pursuant to the PAGA.

111. Defendants' conduct, as alleged herein, violates the aforementioned regulations because Defendants failed to properly provide Plaintiffs and other aggrieved non-exempt employees with lawful uninterrupted, off-duty meal periods throughout the applicable statutory period. Defendants also systematically denied Plaintiffs and other Aggrieved Employees proper premium pay at the rate of one hour of pay at their regular pay rates for each work shift they were denied an unpaid, off-duty 30-minute meal period.

112. As such, Defendants are liable for PAGA penalties resulting from their failure to provide Plaintiffs and other aggrieved non-exempt employees lawful meal periods and the corresponding meal period premium pay. Accordingly, Plaintiffs are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 226.7, 512, 558, and 1198, and Section 11(A)-(D) of the applicable IWC Wage Orders, and Plaintiffs seek all civil and statutory penalties available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

113. Aggrieved employees may recover penalties for denied meal periods under the

PAGA, as the civil penalty under California Labor Code 558 applies to any provision regulating hours and days of work in any Order, and Plaintiffs have fully complied with procedures specified in Labor Code § 2699.3. For the purposes of this cause of action, recovery of civil penalties will therefore also include the recovery of underpaid wages pursuant to Labor Code §§ 558(a)(1)-(3), in an amount according to proof and subject to Court approval.

FOURTH CAUSE OF ACTION

PENALTIES UNDER THE PAGA FOR REST-BREAK LIABILITY UNDER LABOR CODE §§ 226.7, 512

(Against All Defendants)

114. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

115. Section 12(A)-(B) of IWC Wage Order No. 1 instructs that: "(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (31/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. (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."

116. <u>Labor Code</u> § 226.7 further instructs that: "(b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission,… (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law,… the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided. (d) A rest or recovery period mandated pursuant to a state law,… shall be counted as

hours worked, for which there shall be no deduction from wages…."

117. Labor Code § 226.7 and paragraph 12 of the applicable IWC Wage Orders thus provide that employers must authorize and permit all employees to take rest periods at the rate of ten (10) minutes net rest time per four (4) work hours.

118. Employees consistently worked consecutive four (4) hour shifts and were generally scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and permit them to take rest breaks. Pursuant to the Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift.

119. Defendants failed to provide Employees with timely rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift and failed to maintain an accurate policy advising Plaintiffs and Aggrieved Employees of these rest breaks. Rest breaks were frequently, missed, interrupted or late, as Plaintiffs and Employees had a heavy workload and were not able to take compliant rest breaks. What rest breaks were provided were consistently less than ten minutes due to Defendants' policy requiring Employees to take protective gear off on rest breaks and put the gear back on before returning from rest breaks.

120. Moreover, Defendants did not compensate Employees with an additional hour of pay at each Employee's effective hourly rate for each day that Defendants failed to provide them with adequate rest breaks, as required under Labor Code § 226.7. Additionally, as detailed above, when Defendants did pay rest period premiums, they did so at the normal regular rate of pay without factoring in all forms or remuneration/compensation or by otherwise incorrectly calculating the regular rate.

121. Plaintiffs seek to recover civil penalties pursuant to the PAGA that arise from the policies, practices and business acts of Defendants to the extent provided by law as a Representative Action, including reasonable attorneys' fees and costs, and underpayment of wages as permitted by Labor Code § 558, as a separate penalty provided by the PAGA statute. Labor Code § 558 provides in pertinent part:

> (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee….
>
> (c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

122. Section 2(K) of IWC Wage Order No. 1 defines "Hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

123. Labor Code § 1198 also requires that: "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Labor Code § 1198 therefore provides a basis in the Labor Code to recover for violations of the IWC Wage Order provisions, and Labor Code § 2699.5 list Section 1198 as one of the provisions for which a representative PAGA action may be commenced under Labor Code § 2699.3.

124. Premium pay for denied lawful meal and rest periods is considered a "wage" rather than a penalty. *See Murphy v. Kennefh Cole Prods., Inc.* (2007) 40 Cal. 4th 1094, 1114.

125. Plaintiffs seek to recover civil penalties pursuant to the PAGA that arise from the policies, practices, and business acts of Defendants to the extent provided by law as a Representative Action, including reasonable attorneys' fees and costs, and underpayment of wages as permitted by Labor Code § 558, as a separate penalty provided by the PAGA statute.

126. Labor Code § 2699(f)(2) states: "For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs

one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation."

127. Labor Code § 2699.3 allows "(a) A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5" to commence upon satisfaction of its written notice requirements. Additionally, Labor Code § 2699.5 provides, in pertinent part that "[t]he provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: "[Labor Code §§] 226.7, …512,…558,… and 1198" among the provisions of the Code that allow for recovery of civil penalties pursuant to the PAGA.

128. Defendants' conduct, as alleged herein, violates the aforementioned regulations because Defendants failed to properly provide Plaintiffs and other aggrieved non-exempt employees with lawful uninterrupted off-duty, net ten-minute rest periods throughout the applicable statutory period. Defendants also systematically denied Plaintiffs and other Aggrieved Employees proper premium pay at the rate of one hour of pay at their regular pay rates for each work shift they were denied one of their lawfully entitled rest periods.

129. As such, Defendants are liable for PAGA penalties resulting from their failure to provide Plaintiffs and other aggrieved non-exempt employees lawful rest periods and the corresponding rest period premium pay. Accordingly, Plaintiffs are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 226.7, 512, 558, and 1198, and Section 12(A)-(B) of the applicable IWC Wage Orders, and Plaintiffs seek all civil and statutory penalties available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

130. Aggrieved employees may recover penalties for denied rest periods under the PAGA, as the civil penalty under California Labor Code §558 applies to any provision regulating hours and days of work in any Order, and Plaintiffs have fully complied with procedures specified in Labor Code § 2699.3. For the purposes of this cause of action, recovery of civil penalties will

therefore also include the recovery of underpaid wages pursuant to Labor Code §§ 558(a)(1)-(3), in an amount according to proof and subject to Court approval.

FIFTH CAUSE OF ACTION

PENALTIES UNDER THE PAGA FOR FAILURE TO PAY VACATION WAGES

(Against All Defendants)

131. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

132. Pursuant to California Labor Code § 227.3, whenever a contract of employment or employment policy provides for paid vacation and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with said contract of employment or policy respecting eligibility or time served.

133. Defendants paid shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of remuneration in the regular rate of pay upon which vacation wages were calculated and paid.

134. Accordingly, Plaintiffs are entitled to recover, and hereby seek through this representative action, all civil and statutory penalties authorized for violations of California Labor Code and the applicable IWC Wage Order(s), and Plaintiffs seeks all civil and statutory penalties available and applicable, and wages, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

SIXTH CAUSE OF ACTION

PENALTIES UNDER THE PAGA FOR FAILURE TO COMPLY WITH LABOR CODE §§ 245 *ET SEQ.* AND 246

(Against All Defendants)

135. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

136. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time to Employees, including at the amount, terms, and rate of compensation set forth in said law. At times relevant, Defendants have failed compute the amount due for paid sick time in conformance

with the pay calculation under California Labor Code § 246(l).

137. Defendants paid shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of remuneration in the regular rate of pay upon which sick pay was calculated and paid. Rather than calculating the amount of paid sick time due when sick time is used according to the requirements set forth in California Labor Code § 246(1), Defendants paid sick leave to Employees at a lower rate, in violation of the law.

138. Accordingly, Plaintiffs are entitled to recover, and hereby seek through this representative action, all civil and statutory penalties authorized for violations of California Labor Code and the applicable IWC Wage Order(s), and Plaintiffs seek all civil and statutory penalties available and applicable, and wages, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

SEVENTH CAUSE OF ACTION

PENALTIES UNDER THE PAGA FOR FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURESIN VIOLATION OF LABOR CODE § 2802

(Against All Defendants)

139. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

140. Employees incurred necessary expenditures in the performance of their job duties for Defendants, namely the cost of personal cell phone usage and tools, which were necessary to perform their duties under Defendants' employ. Specifically, Defendants required Plaintiffs and Aggrieved Employees to be available by cell phone and answer/use their cell phones to call, text, and send images of work-related matters while working and purchase tools/equipment in order to perform their job duties. Defendants consistently failed to reimburse Employees for these necessarily incurred business expenses.

141. Labor Code § 2802 provides that: "(a) An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer,…

(b) All awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss. (c) For purposes of this section, the term "necessary expenditures or losses" shall include all reasonable costs, including, but not limited to, attorney's fees incurred by the employee enforcing the rights granted by this section…."

142. Defendants' knowing and willful failure to reimburse lawful necessary work-related expenses and losses to Plaintiffs and the Aggrieved Employees resulted in damages and loses because, among other things, Defendants did not inform employees of their right to be reimbursed for those work-related expenses. As Defendants failed to inform and misled Plaintiffs and the Aggrieved Employees with regard to their rights, Plaintiffs and the Aggrieved Employees were led to believe that incurring those lawful and necessary expenses was an expected and essential function of their employment with Defendants and that failure to incur those expenses would have adverse consequences on their employment.

143. Labor Code § 2699(f)(2) states that: "For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation."

144. Labor Code § 2699.3 allows "(a) A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5" to commence upon satisfaction of its written notice requirements. Additionally, Labor Code § 2699.5 provides, in pertinent part that "[t]he provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: [Labor Code §§] 2802…" among the provisions of the Code that allow for recovery of civil penalties pursuant to the PAGA.

145. As such, Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees. Accordingly,

Plaintiffs are entitled to recover, and hereby seeks through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiffs seek all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

/ / /

EIGHTH CAUSE OF ACTION

PENALTIES UNDER THE PAGA FOR VIOLATION OF LABOR CODE § 226(a)

(Against All Defendants)

146. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

147. California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing the gross and net earnings, total hours worked, and the corresponding number of hours worked at each hourly rate; these statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid.

148. Similarly, Similarly, Sections 7(A)-(B) of IWC Wage Order No. 1 provide: " (A) Every employer shall keep accurate information with respect to each employee including the following: (1) Full name, home address, occupation and social security number. (2) Birth date, if under 18 years, and designation as a minor. (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded. (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee. (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request. (6) When a piece rate or incentive plan is in operation, piece rates or an

explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer. (B) Every employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid; (3) the name of the employee or the employee's social security number; and (4) the name of the employer, provided all deductions made on written orders of the employee may be aggregated and shown as one item."

149. Section 7(C) of IWC Wage Order No. 1 further requires that: "All required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day, and year and shall be kept on file by the employer for at least three (3) years at the place of employment or at a central location within the State of California. An employee's records shall be available for inspection by the employee upon reasonable request."

150. Labor Code § 226.3 also instructs that: "Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law."

151. Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by Defendants, failed to include the above requirements enumerated above. Employees' wage statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each such rate in violation of Labor Code § 226 (a)(9). The wage statements provided to Employees were confusing and required Employees to engage in discovery and refer to outside sources to verify whether their pay was correct and potentially resulting in a miscalculation by the Employees. Moreover, Defendants failed in their affirmative

obligation to keep accurate records of the correct overtime wages based on proper regular rate calculations that included shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total amount of compensation of their Employees. Additionally, the wage statements given to Employees by Defendants failed to accurately account for wages and overtime due to off-the-clock work, and premium pay for deficient meal periods and rest breaks, all of which Defendants knew or reasonably should have known were owed to Employees, as alleged hereinabove.

152. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

153. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

154. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a civil penalty of two hundred and fifty dollars ($250) for initial violations for each employee for each pay period, and one thousand dollars ($1000) for each subsequent violation for each employee for each pay period.

155. In addition to these statutory penalties under Section 226(e), Plaintiff also seeks civil penalties under the PAGA against Defendants for providing inaccurate wage statements.

156. Labor Code § 2699(f)(2) states that: "For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per

pay period for each subsequent violation."

157. Labor Code § 2699.3 allows "(a) A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5" to commence upon satisfaction of its written notice requirements. Additionally, Labor Code § 2699.5 provides, in pertinent part that "[t]he provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: [Labor Code §§] 226,… subdivisions (c) and (d) of Section 1174,… 1198,…1199,…" among the provisions of the Code that allow for recovery of civil penalties pursuant to the PAGA.

158. Labor Code § 1198 also requires that: "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Labor Code § 1198 therefore provides a basis in the Labor Code to recover for violations of the IWC Wage Order provisions, and Labor Code § 2699.5 list Section 1198 as one of the provisions for which a representative PAGA action may be commenced under Labor Code § 2699.3.

159. As such, Defendants are liable for PAGA penalties resulting from their failure to provide accurate itemized wage statements to Plaintiffs and the Aggrieved Employees under Labor Code §§ 226, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s), and Plaintiffs seek all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

160. Plaintiffs have fully complied with the procedures specified in Labor Code § 2699.3. For the purposes of this cause of action, recovery of civil penalties will therefore also include the recovery of underpaid wages pursuant to Labor Code §§ 558(a)(1)-(3).

NINTH CAUSE OF ACTION

PENALTIES UNDER THE PAGA FOR FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174 AND 1174.5

(Against All Defendants)

161. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

162. California Labor Code § 1174 requires that all employers shall keep accurate time and wage records for all employees. California Labor Code § 1174.5 further requires that any employee suffering injury due to a willful violation of the aforementioned obligations may seek damages, including civil penalties, from the employer.

163. During the course of Plaintiffs' and Employees' employment, Defendants consistently failed to maintain accurate time and wage records for Plaintiffs and Employees as required by California Labor Code § 1174 by failing to pay Plaintiffs and Employees proper wages, overtime, and premium pay as discussed above.

164. Labor Code § 2699(f)(2) states that: "For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation."

165. Labor Code § 2699.3 allows "(a) A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5" to commence upon satisfaction of its written notice requirements. Additionally, Labor Code § 2699.5 provides, in pertinent part that "[t]he provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: [Labor Code §§] 226,… subdivisions (c) and (d) of Section 1174,… 1198,…1199,…" among the provisions of the Code that allow for recovery of civil penalties pursuant to the PAGA.

166. Labor Code § 1198 also requires that: "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Labor Code § 1198 therefore provides a basis in the Labor Code to recover for violations of the

IWC Wage Order provisions, and Labor Code § 2699.5 list Section 1198 as one of the provisions for which a representative PAGA action may be commenced under Labor Code § 2699.3.

167. As such, Defendants are liable for PAGA penalties resulting from their failure to maintain employment records for Plaintiffs and Aggrieved Employees under Labor Code §§ 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s), and Plaintiffs seek all civil and statutory penalties and wages available and applicable under Labor Code §§ 1174.5 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

168. Plaintiffs have fully complied with the procedures specified in Labor Code § 2699.3. For the purposes of this cause of action, recovery of civil penalties will therefore also include the recovery of underpaid wages pursuant to Labor Code §§ 558(a)(1)-(3).

TENTH CAUSE OF ACTION

PENALTIES UNDER THE PAGA FOR VIOLATION OF LABOR CODE § 203

(Against All Defendants)

169. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

170. Numerous Employees are no longer employed by Defendants; they either quit Defendants' employ or were fired therefrom.

171. Defendants failed to pay these Employees all wages due and certain at the time of termination or within seventy-two (72) hours of resignation.

172. The wages withheld from these Employees by Defendants remained due and owing for more than thirty (30) days from the date of separation of employment.

173. Under Labor Code § 201, "(a) If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately…." Under Labor Code § 202, "(a) If 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."

174. Labor Code § 203 further provides: "(a) If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days…."

175. Under Labor Code § 2926, "[a]n employee who is not employed for a specified term and who is dismissed by his employer is entitled to compensation for services rendered up to the time of such dismissal." Also, under Labor Code § 2927, "[a]n employee who is not employed for a specified term and who quits the service of his employer is entitled to compensation for services rendered up to the time of such quitting."

176. Defendants failed to pay Plaintiffs and the Aggrieved Employees without abatement, all wages as defined by applicable California law. Among other things, these Employees were not paid all regular and overtime wages, including by Defendants failing to pay for all hours worked or requiring off the clock work and by failing to correctly calculate the regular rate by not incorporating shift differentials, incentive pay, non-discretionary bonuses and/or commissions used to calculate and overtime compensation for Plaintiffs and Aggrieved Employees, and Defendants failed to pay premium wages owed for unprovided meal periods and rest periods, as further detailed in this Complaint. Defendants' failure to pay said wages within the required time was willful within the meaning of Labor Code § 203.

177. All wages due and owing to Plaintiffs and the Aggrieved Employees, including as required under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages required by Labor Code § 1194 and other sections became due and payable to each employee in each pay period that he or she was not provided with a meal period or rest period or paid straight or overtime wages to which he or she was entitled.

178. Plaintiffs seeks to recover civil penalties pursuant to the PAGA that arise from the policies, practices and business acts of Defendants to the extent provided by law as a Representative Action, including reasonable attorneys' fees and costs, and underpayment of wages as permitted by Labor Code § 558, as a separate civil penalty provided by the PAGA statute.

179. Labor Code § 2699(f)(2) states: "For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows ... (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation."

180. Labor Code § 2699.3 allows "(a) A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5" to commence upon satisfaction of its written notice requirements. Additionally, Labor Code § 2699.5 provides, in pertinent part that "[t]he provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: "[Labor Code §§] 201,… 202, 203, …558,…1198,…." among the provisions of the Code that allow for recovery of civil or statutory penalties pursuant to the PAGA.

181. Defendants are liable for PAGA penalties resulting from their failure to timely pay all wages owed to Plaintiffs and other Aggrieved Employees at the time of their termination of separation from employment. Accordingly, Plaintiffs are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations under Labor Code §§ 201, 201, 203, 1197.5, 1198, 2926, and 2927, and Plaintiffs seeks all civil penalties available and applicable, and wages, under Labor Code §§ 201, 202, 203, 210, 558, 1197, and 2699(f)(2), and Section 20 of the applicable IWC Wage Order(s), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

182. Aggrieved Employees may recover penalties for Defendants' failure to timely pay all wages owed, as the civil penalty under California Labor Code § 558 applies to any provision regulating hours and days of work in any Order, and Plaintiffs have fully complied with the procedures specified in Labor Code § 2699.3. For the purposes of this cause of action, recovery of civil penalties will therefore also include the recovery of underpaid wages pursuant to Labor Code §§ 558(a)(1)-(3), in an amount according to proof and subject to Court approval.

RELIEF REQUESTED

WHEREFORE, Plaintiffs prays for the following relief:

1. On the First Cause of Action: For recovery of all civil penalties for unpaid minimum and regular wages for all hours worked during the applicable statutory period as permitted by California Labor Code §§ 510, 1194, 1197, 1197.1, 1198, 221 and 204 and Sections 2(K), 4, and 20 of the applicable IWC Wage Order(s), including civil and statutory penalties available and applicable, and wages, under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, to be distributed in the manner provided by Labor Code § 2699(i), with 75% of recovery to the LWDA and 25% of the recovery to the Aggrieved Employees in an amount according to proof and subject to approval by the Court;

2. On the Second Cause of Action: For recovery of all civil penalties for unpaid overtime and premium wages for all hours worked during the applicable statutory period as permitted by Labor Code §§ 510, 1194, 1197, 1197.1, 1198, and 204 and Sections 2(K), 4, and 20 of the applicable IWC Wage Order(s), including all civil and statutory penalties available and applicable, and wages, under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, with 75% of recovery to the LWDA and 25% of the recovery to the Aggrieved Employees in an amount according to proof and subject to approval by the Court;

3. On the Third Cause of Action: For recovery of all civil penalties for non-compliant meal periods during the applicable statutory period and failure to pay one-hour of premium wages to Plaintiffs and the Aggrieved Employees as permitted by Labor Code §§ 226.7, 512, 558, and 1198, and Section 11(A)-(D) of the applicable IWC Wage Orders, including all civil and statutory penalties available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 2699.3, and 2699(f)(2), to be distributed in the manner provided by Labor Code § 2699(i), with 75% of recovery to the LWDA and 25% of the recovery to the Aggrieved Employees in an amount according to proof and subject to approval by the Court.

4. On the Fourth Cause of Action: For recovery of all civil penalties for non-compliant rest periods during the applicable statutory period and failure to pay one-hour of premium wages to Plaintiffs and the Aggrieved Employees as permitted by Labor Code §§ 226.7, 512, 558, and 1198, and Section 11(A)-(D) of the applicable IWC Wage Orders, including all civil

and statutory penalties available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 2699.3, and 2699(f)(2), to be distributed in the manner provided by Labor Code § 2699(i), with 75% of recovery to the LWDA and 25% of the recovery to the Aggrieved Employees in an amount according to proof and subject to approval by the Court.

5. On the Fifth Cause of Action: For recovery of all civil penalties for failure to Pay Vacation Days including all civil and statutory penalties available and applicable, and wages, under Labor Code with 75% of recovery to the LWDA and 25% of the recovery to the Aggrieved Employees in an amount according to proof and subject to approval by the Court;

6. On the Sixth Cause of Action: For recovery of all civil penalties for failure to Comply with Labor Code § 245 *et seq.* and 246 including all civil and statutory penalties available and applicable, and wages, under Labor Code with 75% of recovery to the LWDA and 25% of the recovery to the Aggrieved Employees in an amount according to proof and subject to approval by the Court; Aggrieved Employees in an amount according to proof and subject to approval by the Court;

7. On the Seventh Cause of Action: For recovery of all civil penalties for Defendants' failure to reimburse all necessary business expenses incurred by Plaintiffs and the Aggrieved Employees as permitted by Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, including all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), to be distributed in the manner provided by Labor Code § 2699(i), with 75% of recovery to the LWDA and 25% of the recovery to the Aggrieved Employees in an amount according to proof and subject to approval by the Court.

8. On the Eighth and Ninth Causes of Action: For recovery of all civil penalties for inaccurate wage statements Defendants provided to Plaintiffs and the Aggrieved Employees and failure to maintain employment records as permitted by Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s), including all civil and statutory penalties available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, and 2699(f)(2), to be distributed in the manner provided by Labor Code § 2699(i), with 75% of recovery to the LWDA and 25% of the recovery to the Aggrieved Employees in an

amount according to proof and subject to approval by the Court;

9. On the Tenth Cause of Action: For recovery of all civil penalties pursuant to Labor Code § 2699(f)(2) where a statutory civil penalty is not provided, for failing to timely pay wages to Aggrieved Employees upon termination or separation from employment as permitted under Labor Code §§ 201, 201, 203, 1197.5, 1198, 2926, and 2927, including all civil and statutory penalties, and wages, available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, and 2699(f)(2), and Section 20 of the applicable IWC Wage Order(s), to be distributed in the manner provided by Labor Code § 2699(i), with 75% of recovery to the LWDA and 25% of the recovery to the Aggrieved Employees in an amount according to proof and subject to approval by the Court;

10. For reasonable attorneys' fees and costs of suit to the extent permitted under the PAGA and applicable Labor Code sections, including Labor Code § 2699(g)(1), in an amount according to proof and subject to Court approval.

11. For pre-judgment and post-judgment interest at the legal rate of 10% in the State of California on readily calculable monies due to the extent provided by California law and authorized under the PAGA, in an amount according to proof;

12. For the Court to otherwise determine the appropriate remedy to compensate Plaintiffs and each Aggrieved Employee as required to promote fairness and justice; and

13. For such other and further relief as this Court may deem necessary, proper and/or just.

DATED: February , 2025

D.LAW, INC.

By ______________________________

Emil Davtyan
David Yeremian
Roman Shkodnik
Emma Geesaman
Attorneys for Plaintiff
ERIC ROBINSON
on behalf of all other aggrieved employees

DATED: February , 2025

KINGSLEY SZAMET EMPLOYMENT LAWYERS

By _______________________________
Eric B. Kinglsey
Kelsey M. Szamet

Attorneys for Plaintiff
DAVID NUNEZ
on behalf of all other aggrieved employees

DATED: February , 2025

ABRAMSON LABOR GROUP

By _______________________________
William Zev Abramson
Attorneys for Plaintiff
DAVID NUNEZ
on behalf of all other aggrieved employees

EXHIBIT B

NOTICE OF PAGA SETTLEMENT

Eric Robinson v. Quidel Corporation dba Quidel, et al.
San Diego County Superior Court Case No. 37-2023-00054933-CU-OE-CTL

and

David Nunez v. Quidel Corporation
San Diego County Superior Court Case No. 37-2023-00048776-CU-OE-CTL

Settlement Administrator
[Settlement Administrator Name]
[Settlement Administrator Address]
[Settlement Administrator Telephone Number]

«Barcode» «BarcodeString»
«FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

Dear «FirstName»:

You are receiving this notice as a result of lawsuits brought by Plaintiffs Eric Robinson and David Nunez (collectively, "Plaintiffs") on a representative basis under the California Private Attorneys General Act, Labor Code § 2698 *et seq.* ("PAGA") against Defendants Quidel Corporation dba Quidel, QuidelOrtho Corporation dba QuidelOrtho, Quidel Cardiovascular Inc. dba Quidel Cardiovascular (collectively referred to herein as "Quidel") and TEG Staffing, Inc. dba Eastridge Workforce Solutions ("TEG") (collectively, Quidel and TEG are referred to herein as "Defendants") (the "Actions").

Through the Actions, Plaintiffs sought to recover civil penalties for purported violations of the California Labor Code on behalf of all individuals who were employed by Defendants as non-exempt employees in California during the applicable PAGA Periods (the "Aggrieved Employees").

- The PAGA Period for Quidel employees is the time period from November 8, 2020, through August 16, 2024.
- The PAGA Period for TEG employees is the time period from December 19, 2022, through August 16, 2024.

Defendants deny all claims and allegations in the Actions, deny that they owe any penalties to Plaintiffs, the Aggrieved Employees, and/or the government. Defendants assert that they have fully complied with all applicable wage and hour laws, California Labor Code sections, and other provisions of law noted below. The Court has not made a determination about Plaintiffs' allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claims. Nevertheless, to avoid further costs and time in litigating the Actions, Plaintiffs and Defendants have settled the Actions with no admission of liability, and the Court has approved the settlement and release of all PAGA claims based on the alleged facts and legal claims in the operative complaints and/or PAGA Notices/LWDA Letters in *David Nunez, et al. vs. Quidel Corporation*, San Diego Superior Court, Case No. 37-2023-00048776-CU-OE-CTL, and *Eric Robinson, et al. vs. Quidel Corporation dba Quidel; Quidelortho Corporation dba Quidelortho; Quidel Cardiovascular Inc. dba Quidel Cardiovascular; Eastridge Workforce Technology, Inc. dba Eastridge Workforce Solutions LLC*, San Diego Superior Court, Case No. 37-2023-00054933-CU-OE-CTL.

All Aggrieved Employees, including you, and the State of California 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, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Complaints and the PAGA Notices and/or LWDA Letters in the *Nunez* PAGA Action and *Robinson* PAGA Action, and all PAGA claims that were, or reasonably could have been alleged based on facts ascertained during the Actions, for civil penalties pursuant to PAGA, for including but not limited to, all claims for interest, penalties, premiums, and/or attorney's fees in connection with any of the preceding claims (including but not limited to Lab. Code §§ 200-204, 210, 212, 216, 218.5, 218.6, 221, 222, 223, 225, 225.5, 226, 226(a) 226.3, 226.4, 226.7, 227.3, 245-249, 256, 351, 432, 510, 512, 551-554, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1194.3, 1197, 1197.1, 1198, 1198.5 1199, 2800, 2802, 2810.3, 2926, 2927 and/or all applicable Wage Orders); Cal. Civ. Code § 3287(a), California Code of Civil Procedure § 1021.5, and/or all other statutory and/or regulatory violations alleged in the LWDA letter(s) and/or any Complaint or Amended Complaint in the Actions (the "Released PAGA Claims") for the respective PAGA Periods.

"Released Parties" means Quidel Corporation, QuidelOrtho Corporation, Quidel Cardiovascular Inc., TEG Staffing, Inc., Eastridge Workforce Technology, Inc. as well as each and all of their past and present direct or indirect parents, subsidiaries, subsidiaries of its parents, predecessors, successors, related and affiliated corporations, entities, divisions, general and limited partners, joint venturers and affiliates, and each of their respective current and former directors, officers, managers, employees, principals, members, agents, managing agents, insurers, reinsurers, shareholders (both legal and beneficial), attorneys, advisors, representatives, general partners, limited partners, joint venturers, and affiliated companies, and each of their respective executors, predecessors, successors, assigns, trustees and legal representatives, and any individual or entity which could be jointly liable with Defendants.

Aggrieved Employees, other than Plaintiffs, will not be deemed to have released any separate Labor Code (other than PAGA) individual wage claims by virtue of this Settlement.

By Order dated [DATE COURT ENTERS ORDER APPROVING SETTLEMENT], the Superior Court of California for the County of San Diego approved the settlement of the Actions and the Released PAGA Claims.

The Settlement provides for Defendants to pay ______________ Dollars and ____ Cents ($XXX,XXX.XX) as civil penalties under PAGA ("PAGA Penalties"). The PAGA Penalties shall be allocated as follows: (1) seventy-five percent (75%) to the California Labor and Workforce Development Agency ("LWDA"), approximately ______________ Dollars and ____ Cents ($XXX,XXX.XX), as required by California Labor Code § 2699; and (2) ______________ Dollars and ____ Cents ($XXX,XXX.XX), distributed pro rata in individual payments to Plaintiffs and Aggrieved Employees based on their pay periods worked for Defendants.

According to Defendants' records, you are an Aggrieved Employee and are therefore entitled to a share of the PAGA settlement proceeds based upon the Court-approved allocation which is based upon the pay periods you worked during the applicable PAGA Period(s).

The enclosed settlement check, which you are receiving in your capacity as an Aggrieved Employee in connection with the settlement of the PAGA claim for civil penalties, shall remain valid for one-hundred-eighty (180) calendar days after mailing. Thereafter, all uncashed checks shall be paid to the California Controller's Unclaimed Property Fund in your name.

Please Note: One hundred percent (100%) of your payment will be considered civil penalties; may be subject to local, state, and/or federal tax withholdings; and will be reported to the IRS and applicable state tax authorities.

Enclosed you will also find an IRS Form 1099 for one hundred percent (100%) of this payment.

You are responsible for tax payments, if any, that result from this payment. You should rely on your own tax advisors as to the tax consequences of your PAGA Payment. Neither Plaintiffs nor Defendants have made or will make any representations or warranties regarding the taxation of your PAGA Payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

Do not call or write the Court or Office of the Clerk to ask questions about the settlement or your PAGA Payment. If you have any questions, you may call or write to [Settlement Administrator]. (the "Settlement Administrator") using the contact information at the top of this correspondence.