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on behalf of himself and on behalf of all other
aggrieved employees

[Additional Counsel listed 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,

Plaintiff,

vs.

QUIDEL CORPORATION dba QUIDEL, a
Delaware corporation; QUIDELORTHO
CORPORATION dba QUIDELORTHO, a
Delaware corporation; QUIDEL
CARDIOVASCULAR INC. dba
QUIDELCARDIOVASCULAR, 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

Assigned for All Purposes To:
Hon. Marcella O McLaughlin

**DECLARATION OF ENOCH J. KIM IN
SUPPORT OF PLAINTIFFS' MOTION TO
APPROVE THE PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT UNDER
CALIFORNIA LABOR CODE §§ 2698 et.
seq.**

[filed concurrently with Plaintiffs' Notice of
Motion and Motion; Declaration of Counsel;
Declaration of Counsel; and [Proposed] Order]

Date: November 14, 2025
Time: 9:30 a.m.
Dept.: C-72

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

1 *Nunez* FAC, and amended complaints, and deny any failure to comply with the laws identified in
2 the *Robinson* PAGA Letters, *Robinson* Complaint, and *Robinson* FAC and amended complaints,
3 and deny any and all liability for the causes of action alleged.

4 5. On December 19, 2023, Plaintiff Robinson commenced the *Robinson* PAGA Action by
5 filing a PAGA Letter with the LWDA and filing a putative class action in San Diego County
6 Superior Court against Defendants Quidel Corporation dba Quidel, QuidelOrtho Corporation dba
7 QuidelOrtho, Quidel Cardiovascular Inc. dba Quidel Cardiovascular (collectively, “Quidel”) and
8 Eastridge Workforce Technology, Inc. dba Eastridge Workforce Solutions (“EWT”). EWT was
9 incorrectly named as Plaintiff Robinson’s employer. Plaintiff Robinson gave written notice to
10 Defendants Quidel and TEG, and the LWDA by sending PAGA Letters on December 19, 2023,
11 and February 1, 2024. A true and correct copy of the PAGA Letters are attached hereto as **Exhibit**
12 **2**. On or about February 1, 2024, Plaintiff Robinson filed a DOE Amendment to the initial
13 complaint to insert TEG Staffing, Inc. in place of DOE 1. That same day, Plaintiff filed an amended
14 PAGA Letter with the LWDA naming TEG Staffing, Inc. as a Defendant. On or about February
15 13, 2024, Plaintiff Robinson dismissed Eastridge Workforce Technology, Inc. from the complaint
16 without prejudice. On or about February 22, 2024, Plaintiff Robinson filed a First Amended
17 Complaint (the “Robinson FAC”), which named TEG Staffing, Inc. dba Eastridge Workforce
18 Solutions as a defendant and alleges claims for: (1) minimum wages; (2) overtime; (3) meal periods;
19 (4) rest breaks; (5) calculation of paid vacation wage rates; (6) calculation of paid sick leave wage
20 rates; (7) unreimbursed business expenses; (8) wage statement violations; (9) payroll records; (10)
21 waiting time penalties; and (11) unfair business practices under the Unfair Competition Law
22 (“UCL”). In light of Plaintiff Robinson’s arbitration agreement, Plaintiff Robinson filed a request
23 for dismissal of the statutory class claims against all Defendants. Additionally, as part of the global
24 settlement, the Parties stipulated to the filing of a Second Amended Complaint to assert all PAGA
25 claims and theories that were alleged in the *Nunez* PAGA Action (the “Robinson Second Amended
26 Complaint” or “Robinson SAC”). The Parties also stipulated to the consolidation of the *Nunez*
27 PAGA Action and the *Robinson* PAGA Action before the Hon. Judge Marcella O. McLaughlin in
28 San Diego County Superior Court, Department C-72 (“Action”). On April 15, 2025, the Parties

1 filed the Second Amended Complaint which is the operative complaint in the Action (“Operative
2 Complaint”). Defendants Quidel and TEG deny the allegations in any and all PAGA Letters,
3 complaints, and the Robinson FAC, and amended complaints, and deny any failure to comply with
4 the laws identified in the Robinson PAGA Letters, Robinson Complaint, and Robinson FAC and
5 amended complaints, and deny any and all liability for the causes of action alleged.

6 6. Prior to mediation, Plaintiff conducted comprehensive informal discovery and
7 Defendants provided data and numbers and documents, including electronic payroll and
8 timekeeping data for all alleged Aggrieved Employees, Employee Handbooks and other policies,
9 information and documentation regarding Defendants’ wage and hour policies, expense report data
10 and information, and meal period information. The information and data exchanged by Plaintiff
11 and Defendants prior to and during mediation and settlement negotiations were sufficient to reliably
12 assess the merits of the parties’ respective positions, to compromise the issues on a fair and
13 equitable basis, and to devise a formula for distribution of civil penalties among the Aggrieved
14 Employees that took into consideration the strength of the PAGA claims.

15 **SETTLEMENT NEGOTIATIONS AND TERMS**

16 7. On August 16, 2024, the parties attended an all-day mediation with Francis J. “Tripper”
17 Ortman, III, Esq. With the assistance of a highly respected wage and hour mediator, the parties
18 agreed to a global settlement of both the *Nunez* PAGA Action and the *Robinson* PAGA Action
19 (collectively, the “Actions”). The general terms for settling these Actions that were first
20 memorialized in a Memorandum of Agreement, and thereafter in the long-form Settlement
21 Agreement now before the Court for approval.

22 8. The parties believe and agree that the Settlement provides for a fair, adequate, and
23 reasonable resolution of the Actions and have arrived at the Settlement in extensive, arm’s length
24 negotiations, considering all relevant factors, present and potential. PAGA Counsel believes that
25 the Settlement confers real benefits upon the State and the Aggrieved Employees and that an
26 independent review of the Settlement by the Court in the approval process will confirm this
27 conclusion.

28 9. For purposes of the Settlement, Aggrieved Employees are defined as follows: (1) all

1 current and former hourly paid, non-exempt employees employed by Quidel Corporation dba
2 Quidel in California at any time from November 8, 2022 through August 16, 2024 (Quidel Group
3 1); (2) all current and former hourly-paid, non-exempt employees employed in California at any
4 time from December 19, 2022 through August 16, 2024 and employed by QuidelOrtho Corporation
5 dba QuidelOrtho or Quidel Cardiovascular Inc. dba Quidel Cardiovascular (Quidel Group 2)
6 (Collectively the Quidel Group 1 and Group 2 employees shall be referred to as the Quidel
7 Aggrieved Employees), and (3) TEG Staffing, Inc. dba Eastridge Workforce Solutions (TEG) non-
8 exempt employees who worked at Quidel Corporation dba Quidel, QuidelOrtho Corporation dba
9 QuidelOrtho, or Quidel Cardiovascular Inc. dba Quidel Cardiovascular during the PAGA Period
10 beginning December 19, 2022, through August 16, 2024 (TEG Aggrieved Employees). Based on
11 its records, Defendant represents that for the Quidel Aggrieved Employees (Quidel Group 1 and
12 Quidel Group 2, combined) it is estimated that there are 853 Aggrieved Employees who collectively
13 worked approximately 28,765 pay periods during the PAGA Period. TEG estimates that there are
14 approximately 570 TEG Aggrieved Employees who collectively worked approximately 10,258 pay
15 periods at Quidel during the PAGA Period.

16 10. The Settlement Agreement requires Defendants to pay the total sum of \$470,240.00 (the
17 “Gross Settlement Amount”). The Gross Settlement Amount will be allocated as follows, pending
18 Court approval:

- 19 a) Attorneys’ fees in the amount of \$156,746.67 (“PAGA Counsel Fees Payment”)
20 and litigation costs in the amount not to exceed \$30,000.00 (“PAGA Counsel
21 Litigation Expenses Payment”), which total \$27,669.18;
- 22 b) Administration costs of no more than \$11,000.00 to be paid to the Settlement
23 Administrator (“Administration Expenses Payment”), CPT Group, for sending
24 notices and for calculating settlement shares and preparing all checks and
25 mailings; and
- 26 c) The remainder of the Gross Settlement Amount (the “Net Settlement Amount”)
27 after deducting the above costs is approximately \$274,824.15 and shall be
28 designated as PAGA Penalties to be allocated between the LWDA and the

1 Aggrieved Employees pursuant to Labor Code section 2699(i), with 75%
2 (\$206,118.11) being paid to the LWDA (the “LWDA PAGA Payment”) and
3 25% (\$68,706.04) being paid to the Aggrieved Employees on a pro-rata basis
4 (“Individual PAGA Payment”). The Aggrieved Employees will receive an
5 average of approximately \$48.28 per person (\$68,706.04 divided by 1,423
6 Aggrieved Employees, which is the approximate number of Aggrieved
7 Employees based on the data given at the time of mediation) as their share of the
8 Individual PAGA Payment.

9 11. From PAGA Counsel’s review of the facts, strengths, and weaknesses of the case, the
10 risks and delays posed by further litigation, and PAGA Counsel’s own prior litigation experience,
11 PAGA Counsel believes that the recovery for each Aggrieved Employee is fair and reasonable
12 taking into consideration the amounts received in other PAGA actions, the risks inherent in
13 litigation of this genre, and the reasonable tailoring of each Aggrieved Employee’s claim to the
14 settlement award he or she will receive. Further, and based on the settlement negotiations, which
15 were extensive and conducted in good faith and at arm’s length between attorneys with substantial
16 experience litigating PAGA actions, the Settlement Agreement was the product of a non-collusive
17 settlement process in which the parties were forced to make significant compromises in the interest
18 of reaching a full and complete settlement of the lawsuit.

19 **THE STRENGTH OF PLAINTIFF’S CASE**
20 **IN LIGHT OF THE SETTLEMENT AMOUNT**

21 12. Plaintiffs allege that Defendant violated various provisions of California law and seeks
22 civil penalties for the foregoing violations pursuant to Labor Code § 2699 *et seq.* Under Labor Code
23 § 2699, specifically, Plaintiffs allege that Defendant:

- 24 • Failed to pay the Aggrieved Employees minimum wages and overtime for “off-the-
25 clock” work, including (1) waiting in line to clock in pre-shift before typing in a pin and
26 scanning a card to clock in; (2) performing tasks, such as cleaning and taking out the
27 trash post-shift; (3) doffing protective gear after clocking out for meal breaks; and (4)
28 donning protective gear before clocking in after meal breaks.

- Failed to provide the Aggrieved Employees with compliant meal periods because Defendants required them to don and doff protective gear while off-the clock before and after meal breaks. In addition, Plaintiff's and Aggrieved Employees' meal periods were provided after working well beyond five-hour shifts or not provided at all.
- Failed to provide the Aggrieved Employees with compliant rest periods as they frequently received interrupted, shortened, or no rest periods. Further, rest periods were not-duty free as Aggrieved Employees were required to doff protective gear at the start of rest periods and don the protective gear before returning from rest breaks.
- Failed to reimburse the Aggrieved Employees for business expenses, including uniforms that they were required to wear at work and the use of their personal cell phones for work.
- Failed to provide accurate wage statements, including the failure to include all hours worked by the Aggrieved Employees.
- Failed to pay all wages owed to Aggrieved Employees at the end of employment.

13. Defendants denied and continues to deny all of the claims made by Plaintiffs in this Action and contend that they acted at all relevant times in conformance with the law. Defendants contend that Plaintiffs and the Aggrieved Employees were paid for all hours worked and that Defendants prohibited Plaintiffs and the Aggrieved Employees from working beyond their scheduled shifts; that Defendants provided lawfully compliant meal and rest periods (and in fact provided longer breaks than required by law) and that any deviations were at the voluntary election of Plaintiffs and/or the Aggrieved Employees and not at the request of Defendants or due to work requirements; that Defendants paid all wages due on a timely basis and using Labor Code compliant instruments; that Defendants' wage statements complied with the law; and that neither Plaintiffs nor any Aggrieved Employees incurred reasonable business related expenses for which they were not reimbursed. As a result, PAGA Counsel had to appropriately discount the amount recoverable from Defendants in a settlement.

PAGA Penalties

14. The Private Attorneys General Act, Labor Code § 2699 *et seq.*, allows Plaintiffs to obtain

1 civil penalties on behalf of themselves and other aggrieved employees for Defendants' violation of
2 any provision of the Labor Code enumerated under Labor Code § 2699.5. Where civil penalties are
3 provided in the statute, those civil penalties are recoverable; where no civil penalties are
4 recoverable, Labor Code § 2699(f) establishes civil penalties of one hundred dollars (\$100) for each
5 aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each
6 aggrieved employee per pay period for each subsequent violation. Pursuant to Labor Code §
7 2699(i), seventy-five (75) percent of the penalties recovered must be allocated to the LWDA, with
8 the remaining twenty-five (25) percent allocated to the affected employees. However, under *Amaral*
9 *v. Cintas*, 163 Cal. App. 4th 1157, 1207-09 (2008) the Court held that a lower penalty amount of
10 \$100 per violation applies in the absence of a determination that a violation actually occurred.

11 15. Plaintiffs estimate that the maximum potential exposure on the PAGA claim is \$780,460,
12 calculated by multiplying the total number of pay periods (39,023 pay periods by adding the 28,765
13 pay periods from Defendant Quidel to the 10,258 pay periods from Defendant TEG) by \$20 per
14 violation. Plaintiffs' calculation of the total potential exposure on the PAGA claim was based on
15 one PAGA penalty per pay period (i.e., Plaintiffs did not stack the PAGA penalties in their damages
16 calculation).

17 16. Case law supports the notion that it is inappropriate to "stack" penalties for multiple
18 violations, particularly when those violations all stem from the same alleged "injury" *Aguirre v.*
19 *Genesis Logistics*, 2015 U.S. Dist. LEXIS 78748 (citing *Villacres v. ABM Indus., Inc.*, 189
20 Cal.App.4th 562, 577 (2010)). ("One injury gives rise to only one claim for relief...The violation
21 of one primary right constitutes a single cause of action."; *Crowley v. Katleman*, 8 Cal. 4th 666,
22 681-82) (1994); *Li v. A Perfect Day Franchise, Inc.*, 2012 WL 2236752, *17 (N.D. Cal.2012)
23 ("There is no authority that "would permit double recovery of essentially the same penalties.")

24 17. PAGA penalties are not mandatory but permissive. Labor Code § 2699(e)(2) states that
25 "a court may award a lesser amount than the maximum civil penalty amount specified by this part
26 if, based on the facts and circumstances of the particular case, to do otherwise would result in an
27 award that is unjust, arbitrary and oppressive, or confiscatory." (See *Thurman v. Bayshore* (2012)
28 203 Cal. App. 4th 1112 (substantially reducing PAGA penalties by 30% under this provision)

(emphasis added); see also *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018) (affirming penalty reduction of 90% for practice that resulted in meal periods occasionally starting minutes after the fifth hour of work); *Sanchez v. McDonald's Corp.* (2017), LASC Case No. BC 499888 (98% reduction from \$41 million to \$775,000); *Ghrdilyan v. RJ Financial* (2012), LASC Case No. BC430633 (94% reduction from \$5.4 million to \$325,000); *Fleming v. Covidien, Inc.* (2011), USDC Case No. ED CV 10-01487-RGK (OPx) (87% reduction from \$2.8 million to \$375,000).). In arriving at the \$470,240.00 Gross Settlement Amount in this case, Plaintiffs considered what the realistic potential exposure could be and why the Court may reduce any eventual recovery at its discretion, including Defendants' defenses to the claims and the potential manageability issues with PAGA claims at trial. (Kim Decl., at ¶ 17.) Based on those considerations, Plaintiffs applied a penalty of \$20 per pay period to get a realistic potential exposure of \$780,460.00 (39,023 pay periods x \$20 penalty per pay period). (*Id.*) Moreover, there is a strong likelihood that a further reduction of the penalty to \$5 per pay period as approved in *Carrington* would apply given Defendants' arguments as discussed above.

18. The Gross Settlement Amount of \$470,240.00 is approximately 60% of the realistic potential exposure of \$780,460.00. PAGA Counsel submits that this is a fair and reasonable result for the State and Aggrieved Employees in light of the strengths and weaknesses of the case and the risks and delays posed by further litigation.

REQUEST FOR ATTORNEYS' FEES AND COSTS

19. Pursuant to the Settlement Agreement, PAGA Counsel is requesting an award of attorneys' fees in the amount of **\$156,746.67** and an award of litigation costs to PAGA Counsel of **\$27,669.18**. D.Law, Inc.'s cost log for this matter is attached hereto as **Exhibit 3** and costs for Kingsley & Kingsley, APC are attached to the Declaration of Kelsey M. Szamet filed concurrently herewith.

20. This request is fair, reasonable, and adequate to compensate PAGA Counsel for the substantial work they have put into this case and, moreover, the risk they assumed by taking it in the first place. The attorneys' fees award is intended to reimburse PAGA Counsel for all uncompensated work that they have already done and for all the work they will continue to do in

1 carrying out and overseeing the notification to the Aggrieved Employees, communicating with
2 Aggrieved Employees regarding their claims, and assisting in the administration of the Settlement
3 if it is approved.

4 21. Throughout this case, PAGA Counsel have borne, and continue to bear, the entire risk
5 and cost of litigation associated with this Action on a purely contingency basis. As a result, PAGA
6 Counsel have yet to receive any compensation for the amount of time and money invested in the
7 case to date.

8 22. Contingent-fee cases present the very real risk of working hundreds if not thousands of
9 hours that may never be entirely compensated. Moreover, while the case is being litigated, counsel
10 must pay overhead (salaries, rent, etc.), provide for their own expenses, and in most cases pay the
11 out-of-pocket expenses incurred on the plaintiff's behalf. And the prospect of a court-awarded fee
12 does not greatly reduce the risk posed by these cases. In many cases, the prospect is nothing more
13 than a potential that never materializes. First, you must win the case to get a court-awarded fee;
14 even those cases that seem strongest at the onset can be lost and sometimes are lost. Second, there
15 are always the pitfalls and unforeseen obstacles that arise along the way, such as settlement offers
16 that the client may accept without ensuring that we receive a reasonable fee or changes in the law
17 that substantially affect the merits of the case, or other uncertainties involving the client. Finally,
18 there is the great risk inherent in advancing tens if not hundreds of thousands of dollars in out-of-
19 pocket expenses. If that money were to be invested in some sort of financial investment, one would
20 expect a reasonable rate of return on that investment. Here, however, the best we can hope to
21 recover is our money, and then only if we are substantially successful; if we are not, all or part of
22 this "investment" can be lost.

23 23. PAGA Counsel is well acquainted with the contingent-fee market throughout California,
24 particularly as it pertains to PAGA and class action litigation. PAGA Counsel has negotiated
25 numerous contingency-fee agreements with plaintiffs, both as individuals and as representatives in
26 class-action and PAGA suits. Many of those agreements required that counsel receive a fee under
27 certain scenarios that exceeds one-third of the recovery. PAGA Counsel's recent attorneys' fees
28 awards in similar wage-and-hour class and PAGA actions have been 35% of the recovery.

24. PAGA counsel in contingency-fee cases typically receive attorneys' fees equal to or greater than forty percent of the gross settlement amount. See *Crandall v. U-Haul* (Los Angeles County Super. Ct., Case No. BC178775), the Honorable Steven Czuleger awarded a 40% attorney fee request in an overtime-exemption class action; in *Bushnell v. Cremar, Inc.* (Orange County Super. Ct., Case No. 657778), the Honorable Donald E. Smallwood awarded attorneys' fees in the amount of 38%; in *Abzug v. Kerkorian* CA000981 (Los Angeles County Super. Ct., November 1990), the Honorable R. William Schoettler awarded a 45% fee; in *Haitz v. Meyer, et al.*, Alameda County Super. Court, 8-20-1990 No. 572968-3, the court awarded a 40% fee; in *Elliott v. Clothestime* (Orange County Super. Ct., Case No. 01-CC00333) the Honorable Jonathan Cannon awarded a 40% fee in a wage-and-hour class action which had not yet proceeded to the class certification stage; in both *Rippee v. Boston Market Corporation*, Case No.: 05 CV 1359 BTM (JMA) and *Barile v. Boston Market Corporation*, Case No.: 05 CV 1360 BTM (JMA), the Honorable Judge Barry T. Moskowitz awarded a 40% fee to plaintiffs' counsel in wage-and-hour class actions that had not proceeded to the class-certification stage.

The Lodestar Method

25. Class Counsel's lodestar calculation supports the requested attorneys' fees. The lodestar calculation typically proceeds in three steps. First, a trial court must determine a baseline guide or "lodestar" figure based on the time spent and reasonable hourly compensation for each attorney involved in the case. *Serrano v. Priest* (1975) 20 Cal.3d 25, 48. The court then sets a reasonable hourly fee to apply to the time expended, with reference to the prevailing rates in the geographical area in which the action is pending. *Bihun v. AT&T Information System* (1993) 13 Cal.App.4th 976, 997. Finally, a "multiplier" is selected with reference to the following factors: (1) the novelty and difficulty of issues involved, (2) the skill displayed in presenting them, (3) the extent to which the nature of the litigation precluded other employment by the attorneys, and (4) the contingent nature of the fee award, based on the uncertainty of prevailing on the merits and of establishing eligibility for the award. *Serrano, supra*, 20 Cal.App.3d at 49.

26. Class Counsel charges rates commensurate with the prevailing market rates in the Los Angeles and Long Beach areas for attorneys of comparable experience and skill handling complex

1 litigation. Aside from being warranted by our skill, experience and ability, Class Counsel's rates
2 that were used in application of the lodestar cross check in this case are supported by the Laffey
3 Matrix attached hereto as **Exhibit 4** when adjusted for locality (Los Angeles County, further
4 discussed below).

5 27. California Courts have applied the Laffey Matrix with adjustments to the specific
6 California locality where the Counsel's office is located based on "Locality Pay Tables." (*Syers*
7 *Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 695-696 [affirming fee award based on
8 Laffey Matrix with upward 9 percent rate adjustment from D.C. area compared to San Francisco
9 Bay Area based on Locality Pay Tables]; *In re HPL Techs., Inc., Secs. Litig.* (N.D. Cal. April 22,
10 2005, No. C-02-3510 VRW) 365 F.Supp.2d 912, 921-922 [using Laffey Matrix with upward
11 adjustment of 9 percent for San Francisco based on difference between D.C. Area's +15.98 locality
12 pay compared to San Francisco's +26.39 percent locality pay differential from the federal courts'
13 "Judiciary Salary Plan Pay Tables."].)

14 28. I have knowledge about the hourly rates charged by Los Angeles County attorneys and
15 paralegals. Based on the information I have, I believe that their stated hourly rates are reasonable
16 and appropriate for attorneys and paralegals with comparable expertise, experience, and
17 qualifications.

18 29. As explained below, the lodestar crosscheck yields a modest multiplier when rates from
19 the Los Angeles locality adjusted Laffey Matrix are used. The hourly rates found in the 2024-2025
20 adjusted Laffey Matrix¹ focus on the costs of legal services within the Washington-Baltimore-
21 Arlington area and therefore adjustments based on differences in cost of legal services in different
22 localities allows for better assessment of reasonableness.

23 30. I arrived at a locality adjustment rate of 0.025 by comparing the locality payment
24 adjustments to the Judiciary Salary Plan for Federal judiciary employees. Locality payment
25 adjustments are made to the base pay of Federal workers in localities where the base pay is generally
26 lower than the rates paid for the same levels of work by non-Federal workers in the same locality,
27 so that the wages of Federal workers would roughly be on par with employees within the locality

28 ¹ "Adjustment Factor" as used in the Laffey Matrix refers to nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics and does not mean the Matrix is adjusted for locality differences in pay.

performing similar levels of work.² Because this metric is designed specifically to equalize for wages given different market rates in different localities, a comparison of the adjustment rate between the Washington-Baltimore-Arlington area, and Los Angeles-Long Beach area is an excellent measure for determining locality adjustment to the Laffey Matrix.

31. The Judiciary Salary Plan (referred to in *In re HPL Techs., Inc.*) and Locality Pay Table for Los Angeles-Long Beach. a 36.47% locality adjustment. The Judiciary Salary Plan for Los Angeles-Long Beach, CA is attached hereto as **Exhibit 5**, and the 2025 Locality Pay Table for Los Angeles-Long Beach, CA is attached hereto as **Exhibit 6**. In comparison, the Judiciary Salary Plan and Locality Pay Table for Washington-Baltimore-Arlington locality include a 33.94% locality adjustment. The Judiciary Salary Plan for Washington-Baltimore-Arlington is attached hereto as **Exhibit 7**, and the 2025 Locality Pay Table for Washington-Baltimore-Arlington is attached hereto as **Exhibit 8**. The Locality Pay Area Definitions defining counties within Los Angeles-Long Beach, CA are attached hereto as **Exhibit 9**.

32. This means that legal workers in the Los Angeles-Long Beach area made roughly 2.5% more, than comparable legal workers in the Washington-Baltimore-Arlington area (36.47%-33.94%). Therefore, an averaged adjustment rate of .025 to the Laffey Matrix provides a satisfactory adjustment to the Laffey Matrix to adjust for locally prevalent rates of pay in Los Angeles.

33. In applying the locality adjustment rate of .025 to the Laffey Matrix for attorneys working in Los Angeles-Long Beach County over the Washington-Baltimore-Arlington area stated in the Laffey Matrix, the 2024-2025 Adjusted Laffey Matrix hourly rates adjusted for this case are:

Year	Adj. Factor **	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20+
6/1/24- 5/31/25	1.080182	\$264.45	\$484.825	\$595.53	\$859.98	\$971.70	\$1,169.53

² 5 U.S. §5302(6)

1 34. Working closely with the other attorneys and paralegals in my firm, including on motions
2 for attorneys' fees, I am aware of the experience and achievements of the counsel involved in this
3 matter as well as the rates which would be charged if our work was on an hourly basis. Based on
4 this information, I believe that my rate and the rates of the attorneys and paralegals in my firm are
5 reasonable, appropriate, and fully consistent with the market rate for attorneys with comparable
6 expertise, experience, and qualifications in Los Angeles.

7 35. Moreover, PAGA Counsel spent substantial time on this matter. Aside from drafting the
8 initial complaint, PAGA Counsel conducted informal discovery, reviewed and analyzed time and
9 pay records, employment handbooks, Plaintiffs' personnel file, relevant policies and other
10 documentation, researched the applicable law and potential defenses, constructed damage models
11 based on interpretations of California law, reviewed information provided by Defendants at the
12 mediation, engaged in meet and confer efforts with Defendant, drafted and revised the settlement
13 agreement, and drafted this Motion. PAGA Counsel from D.Law, Inc. conservatively estimates that
14 it invested at least 174.5 hours of attorney time in this matter. I estimate that I have spent at least
15 14.2 hours on this matter with an hourly rate of \$1,045 (17 years out of law school, Laffey Matrix
16 rate of \$948.00). Attorney Roman Shkodnik spent approximately 42.5 hours on this matter and his
17 current billing rate is \$1,045 (13 years out of law school, Laffey Matrix rate of \$948.00). Managing
18 Partner David Yeremian estimates he spent at least 15 hours on this matter with an hourly rate of
19 \$1,375 (24 years out of law school, Laffey Matrix rate of \$1,141.00). Attorney Emma Geesman
20 spent approximately 62.6 hours on this matter and her current billing rate is \$475 (3 years out of
21 law school, Laffey Matrix rate of \$473.00). Attorney Amanda Fazio spent approximately 1.2 hours
22 on this matter and her current billing rate is \$475.00 (3 years out of law school, Laffey Matrix rate
23 of \$473.00). Attorney Antonia McKee spent approximately 20.8 hours on this matter and her
24 current billing rate is \$475.00 (4 years out of law school, Laffey Matrix rate of \$581.00). Former
25 D.Law attorney Robert Payaslyan spent approximately 7.8 hours on this matter and his current
26 billing rate is \$475.00 (3 years out of law school, Laffey Matrix rate of \$473.00). Paralegal Jose
27 Lopez's records indicate at least 9.9 hours on this matter with an hourly rate of \$300 (Laffey Matrix
28 rate of \$258) Paralegal Jonathan Morataya's records indicate at least 0.1 hours on this matter with

an hourly rate of \$275 (Laffey Matrix rate of \$258). The total lodestar for D.Law PAGA Counsel is \$126,954.00.

36. The below table summarizes D.Law PAGA Counsel's total hours, billables, and costs:

<u>Attorney/Firm</u>	<u>Total Hours</u>	<u>Total Billables</u>	<u>Costs</u>
Roman Shkodnik (D.LAW)	42.5	\$44,412.50	\$27,669.18
Enoch Kim (D.LAW)	14.2	\$14,839	
David Yeremian (D.LAW)	15	\$20,625	
Amanda Fazio (D.LAW)	1.2	\$570	
Emma Geesaman (D.LAW)	62.6	\$29,735	
Mason Doidge (D.LAW)	0.4	\$190	
Antonia McKee (D.LAW)	20.8	\$9,880	
Jose Lopez (D.LAW)	9.9	\$2,970	
Jonathan Morataya (D.LAW)	0.1	\$27.50	
Robert Payaslyan (D.LAW)	7.8	\$3,705	
Totals:	174.5	\$126,954	\$27,669.18

37. Multiplying the total hours billed by D.Law PAGA Counsel (\$126,954), including hours billed by Kingsley & Kingsley, APC and Abramson Labor Group (\$29,612.00), to the litigation by their reasonable hourly rates yields a lodestar of \$156,566, which requires a modest multiplier of 1.001X.

38. Thus, the fee request of \$156,746.67 is almost equal to the amount warranted by the lodestar analysis.

39. In light of the foregoing, the fee request in an amount equal to one-third of the settlement in this case is well within the bounds that have been established by the above-cited authority.

FEE SPLIT

1 40. D.Law, Kingsley & Kingsley, APC and Abramson Labor Group PAGA Counsel have a
2 joint prosecution agreement where 50% of awarded attorney's fees shall go to Kingsley &
3 Kingsley, APC and Abramson Labor Group, and the other 50% to D.Law. Both Plaintiffs Nunez
4 and Robinson have given informed and written consent.

5 **EXPERIENCE AND VIEWS OF COUNSEL**

6 41. D.Law (formerly known as Davtyan Law Firm) prosecutes wage and hour cases,
7 including class actions and PAGA actions on behalf of employees and others who have had their
8 rights violated. D.Law, either on its own or with co-counsel, is currently serving as plaintiffs'
9 counsel of record in numerous wage and hour and employment class action and PAGA action cases
10 pending in both state and federal court.

11 42. D.Law is well-qualified and has ample experience, knowledge, and resources to act as
12 counsel and represent Plaintiffs and the Aggrieved Employees in this action. Our practice is
13 exclusively focused on employment matters and representing plaintiffs in wage and hour actions
14 with the same or similar causes of actions brought forth in the matter pending before this Court.

15 43. D.Law has litigated and successfully resolved many wage and hour class action cases
16 involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. De La Rosa
17 v. The Coca Cola Company et al. (Superior Court of California in Napa, 17CV000787), Harvey v.
18 Bed Bath & Beyond of California Limited Liability Company (Superior Court of California in
19 Alameda, RG17885153), Paredes v. Bottling Group LLC et. al. (Superior Court of California in
20 Kern), Ramirez v. Harris Ranch Beef Company (Superior Court of California in Fresno,
21 16CECG04103), Gates v. Gate Gourmet, Inc. et. al. (Southern District of California, 16-cv-01084-
22 L-AGS), Hargrave v. Antelope Valley Hospital (Superior Court of California in Los Angeles,
23 BC663252), Ramirez v. Milton Roy et. al. (Superior Court of California in Los Angeles, BC 632
24 276), Hawkins v. AvalonBay Communities (Superior Court of California in Santa Clara,
25 17CV316492), Jones Tharpe et al. v. Sprint Corporation et al. (Superior Court of California in Los
26 Angeles, BC644645), Ortega et al. v. Nestle Waters North America, Inc. et al. (Superior Court of
27 California in Los Angeles, BC623610), Schultz v. Jimbo's Natural Family, Inc. (Superior Court of
28 California in San Diego, 37-2017-00022348-CUE-OE-CTL), Ambrose v. Victor Valley Global et

1 al. (Superior Court of California in San Bernardino, CIVDS1709289), Puerto-Gildardo v. Real
2 Time Staffing Services LLC et. al. (Superior Court of California in Los Angeles, BC565445),
3 Vargo v. Pregis Innovative Packaging LLC (Superior Court of California in Tulare, 270836),
4 Conlin v. Aegis Senior Communities LLC (Northern District of California, 17-cv-05534-LHK),
5 Galarza v. Kloeckner Metals Corporation (Central District of California, 2:17-cv-04910-FMO),
6 Estes v. L3 Technologies, Inc. et al. (Southern District of California, 3:17-cv-02356-H-JMA),
7 Rowser v. Trunk Club, Inc. (Central District of California, 2:17-cv-05064-DSF-RAO), Leach v.
8 The Claremont Colleges, Inc. (Superior Court of California in Los Angeles, BC686451), Vaesau
9 v. PCT Enterprises, Inc. dba Precision Cabinets (Superior Court of California, County of Contra
10 Costa MSC18-02404), Terry v. TF Louderback, Inc. dba Bay Area Beverage Company (Superior
11 Court of the State of California, County of Contra Costa, MSC18-00859), Roach v. Westcare
12 California, Inc. (Superior Court of California in Kern County, BCV-17-102367-SDS), Patton v.
13 Church & Dwight Co., Inc. (Central District of California, EDCV 18-903-MWF (KKx)), Juarez v.
14 ISL Employees, Inc. (Superior Court of California in Madera, MCV074787), Ferraro v. USC
15 Verdugo Hill s Hospital, et al. (Superior Court of California in Los Angeles, 18STCV09463), Ford
16 v. Account Control Technology, Inc., et al. (Superior Court of California in Los Angeles,
17 19STCV09369), Ornelas v. iStorage, et al. (Superior Court of California in San Francisco, CGC-
18 18-571421), Martinez v. Ronpak, Inc. (Superior Court of California in Riverside, RIC1901307),
19 Barrera et al. v. Exclusive Wireless, Inc. (Superior Court of California in Stanislaus, 9000687),
20 Barajas v. Mancha Development Company LLC (Superior Court of California in Orange County,
21 30-2018-00974707-CU-OE-CXC), Prado v. IMAX Corporation dba IMAC Worldwide Home
22 (Superior Court of California in San Bernardino, CIVDS1820265), Rodriguez v. ND Industries,
23 Inc. (Superior Court of California in Los Angeles, 19STCV38096), Singletary v. Motel 6 Operating
24 LP, et al. (Southern District of California, 3:20-cv-0270-LAB-AHG), Quizon v. CF Watsonville
25 East, LLC, et al. (Superior Court of California in Santa Cruz, 20CV01868), Stephenson v.
26 Bakersfield Dodge, Inc. (Superior Court of California in Kern, BCV-20-102693), Bacerra v. Hugo
27 Boss Retail, Inc. (Superior Court of California in San Diego, 37-2021-00002933-CU-OE-CTL),
28 Walker v. Ariat International, Inc. (Superior Court of California in Alameda, HG19026439), Orr v.

1 Petvet Care Centers (California) Inc. (Superior Court of California in Santa Clara, 19CV354063),
2 Jimenez v. OEC Distribution Services, Inc. (Superior Court of California in San Bernardino,
3 CIVDS1915743), Virdi v. Absolute Security International (Superior Court of California in San
4 Bernardino, CIVDS 1909589), Raj v. First Transit, Inc (Superior Court of California in Sacramento,
5 34-2021-00295895-CU-OE-GDS), Marchbanks v. Torrid Administration, Inc. (Superior Court of
6 California in San Diego, 37-2020-00008179-CU-OE-NC), among others.

7 44. I am Senior Counsel at D.Law. I was admitted to the California Bar in December 2008.
8 I received my J.D. from Pepperdine University School of Law and B.S. from University of Southern
9 California. Since graduating from law school, I have dedicated virtually my entire career on the
10 practice of employment law. I have practiced employment law from the plaintiff's side, defense
11 side, and from an in-house position. I have significant experience specifically working on wage and
12 hour class and PAGA actions from the plaintiff's side as well as the defense side, with the majority
13 of my experience coming from the plaintiff's side.

14 45. Attorney Roman Shkodnik received his Bachelor of Arts in history and political science
15 from the University of California, Los Angeles, in 2007. He then earned his Juris Doctorate from
16 Loyola Law School in May of 2011. Upon graduating from law school, he has exclusively focused
17 his practice on representing employees including in wage-and-hour class actions. During his career,
18 he has represented employees in over 100 wage-and-hour class action lawsuits as lead or co-lead
19 counsel (including in the Central, Southern, Eastern and Northern Districts of California), and he
20 has obtained six and seven figure settlements against a range of defendants, including Fortune 500
21 companies. These cases have involved the gamut of wage-and-hour claims, including claims for
22 failure to pay minimum wages, unpaid wages and overtime, inaccurate pay statements, and failure
23 to pay timely wages - similar to claims at issue in the present matter.

24 46. Attorney Emma Geesaman received her Bachelor of Arts in political science from
25 Boston University in 2019. She then earned my Juris Doctorate from Case Western Reserve
26 University Law School in May of 2023. Upon graduating from law school, she has exclusively
27 focused my practice on representing employees including in wage-and-hour class actions.

28 47. Attorney Amanda Fazio received her Bachelor of Arts in political science from Loyola

1 Marymount University in 2019. She then earned her Juris Doctorate from Southwestern Law
2 School in May of 2022. Upon graduating from law school, she has exclusively focused her practice
3 on representing employees including in wage-and-hour class actions and PAGA actions.

4 48. Attorney Mason Doidge received his bachelor's degree from Eastern Washington
5 University in March 2019, and from University of California, Irvine School of Law in May
6 2023. He has been in practice with the law firm of D.Law, Inc. since August 2024, focusing
7 exclusively in the area of employment law and has been involved in numerous cases in all aspects
8 from pre-filing through settlement, including California and Federal wage and hour class actions.

9 49. Former Associate Attorney Robert Payaslyan worked on this matter. Robert received his
10 Bachelor of Science in criminal justice/law enforcement administration from California State
11 University, Los Angeles in 2018. He then earned his Juris Doctorate from the University of
12 California, Irvine School of Law in 2021.

13 50. Attorney Antonia McKee received her bachelor's degree from the University of
14 California, Davis in 2020, and her Juris Doctorate degree from Southwestern Law School,
15 accelerated SCALE program, in 2021. Since starting her professional career, she has focused on
16 plaintiff's side employment law and has been appointed as class and PAGA counsel in other wage
17 and hour settlements in California state court.

18 51. Certified paralegal José-Ernesto López graduated from Kalamazoo College in 2013 with
19 a Bachelor of Arts in Political Science. He Began his legal career in 2017 and was promoted to
20 paralegal in 2018. In 2023, Mr. López earned his ABA-approved Certificate in Paralegal Studies
21 with distinction from the University of California, Los Angeles Extension meeting the requirements
22 of Business & Profession Code section 6450(c)(1). In 2023, Mr. López joined D.Law, Inc. as a
23 Litigation Paralegal, focusing exclusively on wage and hour class action and representative cases.

24 52. Certified paralegal Jonathan Morataya graduated magna cum laude from California State
25 University, Northridge with a Bachelor of Arts degree in Political Science with a focus in Law and
26 Society. He began his legal career in 2022, in wage and hour employment matters and was
27 promoted to Senior Paralegal. In December 2023, managing partner of Abramson Labor Group
28 certified his experience as a paralegal under Business & Profession Code section 6450(c)(3).

53. The collective experience of the D.Law attorneys in litigating employment wage and hour matters has been integral in identifying legal issues, evaluating the strengths and weaknesses of a case, and generally negotiating fair and reasonable class and representative action settlements. This experience is helpful in assessing the reasonableness of settlements such as the one at issue here. Based on our experience, PAGA Counsel concluded that this lawsuit could not have been settled on better terms than provided under the present settlement agreement given the financial limitations of Defendants.

54. In sum, PAGA Counsel are experienced in employment class action and PAGA litigation and are adequate to represent the Aggrieved Employees in the instant action.

SUMMARY

55. The parties agreed to use CPT as the third-party settlement administrator in this case. CPT Group will be responsible for updating the addresses for the Aggrieved Employees, mailing the Notice of Settlement and calculating and distributing the settlement checks, among other duties. CPT capped its fees at \$11,000.00 for administering the Settlement, and based on PAGA Counsel's experience in other class and PAGA settlements, CPT's costs for administering this Settlement are fair and reasonable. The Declaration of Julie Green (President of CPT) is filed concurrently herewith.

56. On October 22, 2025, my office submitted the proposed Settlement to the LWDA. Attached hereto as **Exhibit 10** is a true and correct copy of the confirmatory email my office received from the LWDA after submission of the Settlement.

57. I am not aware of any class or other representative action in any other court that asserts claims similar to those alleged in the action being settled.

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

Executed this 22nd day of October, 2025, at Glendale, California.


Enoch J. Kim

EXHIBIT 1

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 CONSOLIDATION 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. Gross Settlement Amount. 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. SETTLEMENT FUNDING AND PAYMENTS.

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 returned 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: 
Plaintiff David Nunez

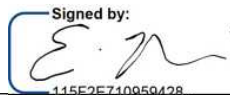
Dated: 2/18/25

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

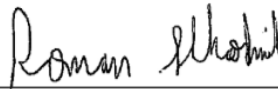
Dated: 03/18/2025

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

Dated: 2/14/2025

By: 
Plaintiff Eric Robinson

Dated: 2/14/2025

By: 
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

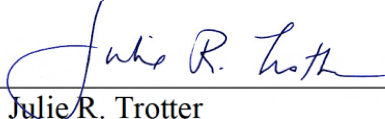
Dated: _____

By: _____
Roman Shkodnik,
D. Law, Inc., PAGA Counsel
Counsel for Plaintiff Eric Robinson

Dated: Feb 18, 2025

DocuSigned by:
By:  _____
55989633632E45F
Quidel Defendants
Phillip Askim VP Associate General Counsel
QuidelOrtho for Quidel Defendants

Dated: 02/13/2025

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

Dated: _____

By: _____
Defendant TEG Staffing, Inc.

Dated: _____

By: _____
Plaintiff David Nunez

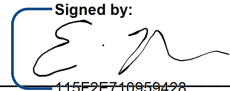
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By: _____
Eric B. Kingsley
Kingsley Szamet Employment Lawyers,
PAGA Counsel
Counsel for Plaintiff David Nunez

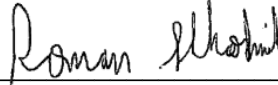
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By: _____
By: William Zev Abramson
Abramson Labor Group
Counsel for Plaintiff David Nunez

Dated: 2/14/2025

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Plaintiff Eric Robinson

Dated: 2/14/2025

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

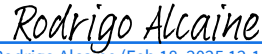
Dated: _____

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 (Feb 18, 2025 12:14 EST)
Defendant TEG Staffing, Inc.

Dated: 2/19/2025

By: 

Kim Carter
Littler Mendelson, P.C.
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EXHIBIT A

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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

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Attorneys for Plaintiff

DAVID NUNEZ on behalf of all other aggrieved employees

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

4 INTRODUCTION

5 1. This is a Representative Action, pursuant to the Private Attorneys General Act of
6 2004 (“PAGA”), Labor Code § 2698, et seq., on behalf of Plaintiffs and similarly situated aggrieved
7 non-exempt employees (“Aggrieved Employees” or “Employees”) who currently work or formerly
8 worked for Defendants QUIDEL CORPORATION dba QUIDEL, a Delaware corporation;
9 QUIDELORTHO CORPORATION dba QUIDELORTHO; a Delaware corporation; QUIDEL
10 CARDIOVASCULAR INC. dba QUIDEL CARDIOVASCULAR, a Delaware corporation (all
11 Quidel entities, collectively referred to herein as “Quidel”); and TEG STAFFING INC. DBA
12 EASTRIDGE WORKFORCE SOLUTIONS (“TEG”), a California corporation; and DOES 1
13 through 50 (all defendants being collectively referred to herein as “Defendants”) during the liability
14 period. From at least one (1) year prior to the filing of this action and at least (1) year prior to the
15 date Plaintiffs began exhausting the administrative requirements pursuant to Labor Code § 2698, *et*
16 *seq.* on **November 8, 2023** (for Plaintiff Nunez to Quidel), **December 19, 2023** (for Plaintiff
17 Robinson to Quidel), and **February 1, 2024** (for Plaintiff Robinson to TEG) and continuing to the
18 present (the “liability period”), Defendants have had a consistent policy of failing to pay all wages
19 due to its California Employees during the course of employment and timely upon separation from
20 employment, failing to provide Employees with meal and rest periods, failing to reimburse
21 necessary business expenses, and failing to issue accurately itemized wage statements to its
22 California employees. Plaintiffs allege that Defendants, and each of them, violated various
23 provisions of the California Labor Code, and relevant orders of the Industrial Welfare Commission
24 (IWC) and seeks redress.

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

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

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

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

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

24 6. Defendant QUIDEL CARDIOVASCULAR INC. dba QUIDEL
25 CARDIOVASCULAR ("QC") is a Delaware corporation with its principle executive offices in San
26 Diego, California, and has been listed as the employer on the wage statements issued to Plaintiff
27 Robinson during the relevant time period. QC employs Plaintiffs and the Aggrieved Employees in
28 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

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

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

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

17 15. As a matter of uniform Company policy, Plaintiffs and the Aggrieved Employees
18 were required to work during their meal and rest breaks which were not compensated by
19 Defendants in violation of the California Labor Code. Plaintiffs and the Aggrieved Employees were
20 also not paid regular wages and overtime for the time they were required to comply with other
21 requirements imposed upon them, which they had to complete while working through their meal
22 and rest breaks and without compensation. As a result, Plaintiffs and the Aggrieved Employees
23 worked shifts over eight (8) hours in a day and over forty (40) hours in a work week, but they were
24 not paid at the appropriate overtime rate for all such hours, including by being required to perform
25 work duties and tasks without pay and while off-the-clock which caused overtime to begin accruing
26 before it did in Defendants' timekeeping and payroll systems. As a result, Plaintiffs and the
27 Aggrieved Employees worked substantial overtime hours during their employment with
28

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

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

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

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

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

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

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

13 24. Additionally, from at least one (1) year prior to the filing of this lawsuit, and
14 continuing to the present, Defendants have consistently failed to provide Employees with timely,
15 accurate, and itemized wage statements as required by California wage-and-hour laws. Specifically,
16 Defendants failed in their affirmative obligation to keep accurate records of the correct overtime
17 wages based on proper regular rate calculations that included shift differentials, nondiscretionary
18 commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total amount of
19 compensation of their Employees. In addition, the wage statements provided to Employees failed to
20 accurately list the total hours worked and the corresponding number of hours worked at each
21 applicable hourly rate in violation of Labor Code §§ 226(a)(2) and (9). Moreover, the wage
22 statements given to Employees by Defendants failed to accurately account for wages, overtime, and
23 premium pay for deficient meal periods and rest breaks, all of which Defendants knew or reasonably
24 should have known were owed to Employees, as alleged hereinabove. The wage statements provided
25 to Employees were confusing and required Employees to engage in discovery and refer to outside
26 sources to verify whether their pay was correct and potentially resulting in a miscalculation by the
27 Employees. Plaintiffs and Aggrieved Employees are therefore entitled to penalties not to exceed
28 \$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

1 Plaintiffs and the Aggrieved Employees with accurate, itemized wage statements and failure
2 to maintain employment records for Plaintiffs and Aggrieved Employees under Labor Code
3 §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage
4 Order(s) seeking all civil and statutory penalties and wages available and applicable under
5 Labor Code §§ 226(e), 226.3, 558, 1174.5, and 2699(f)(2), and also for attorneys' fees and
6 costs pursuant to Labor Code § 2699(g)(1);

7 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at
8 least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203,
9 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable, and wages,
10 under Labor Code §§ 201, 202, 203, 204, 210, 558, 1197, and 2699(f)(2), and Section 20 of
11 the applicable IWC Wage Order(s), and also for attorneys' fees and costs pursuant to Labor
12 Code § 2699(g)(1);

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

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

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

25 (h) All Alleged Violations of the IWC Wage Orders: For any above addressed violation
26 of the applicable provisions of the IWC Wage Orders constituting violations of Labor Code
27 § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor
28 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

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

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

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

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

14 49. The minimum wage provisions of California Labor Code are enforceable by private
15 civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to
16 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
17 overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid
18 balance of the full amount of this minimum wage or overtime compensation, including interest
19 thereon, reasonable attorney’s fees and costs of suit.”

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

26 51. In committing these violations of the California Labor Code, Defendants
27 inaccurately recorded, or calculated the correct time worked and consequently underpaid the actual
28 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....”

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

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

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

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

25 61. Labor Code § 2699.3 allows “(a) A civil action by an aggrieved employee pursuant
26 to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section
27 2699.5” to commence upon satisfaction of its written notice requirements. Additionally, Labor Code
28 § 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

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

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

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

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

14 74. The Private Attorneys General Act of 2004 ("PAGA") provides that:
15 ... an aggrieved employee may recover the civil penalty described in
16 subdivision (I) in a civil action pursuant to the procedures specified in
17 Section 2699.3 filed on behalf of himself or herself and other current or
18 former employees against whom one or more of the alleged violations was
19 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.

20 California Labor Code § 2699(g)(1).

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

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

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

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

10 78. Specifically, Plaintiffs seek to recover civil penalties pursuant to the PAGA that arise
11 from the policies, practices, and business acts of Defendants to the extent provided by law as a
12 Representative Action, including reasonable attorneys' fees and costs, and underpayment of wages
13 as permitted by Labor Code § 558, as a separate penalty provided by the PAGA statute. Labor Code
14 § 558 provides in pertinent part:

15 (a) Any employer or other person acting on behalf of an employer who
16 violates, or causes to be violated, a section of this chapter or any provision
17 regulating hours and days of work in any order of the Industrial Welfare
18 Commission shall be subject to a civil penalty as follows: (1) For any initial
19 violation, fifty dollars (\$50) for each underpaid employee for each pay
20 period for which the employee was underpaid in addition to an amount
21 sufficient to recover underpaid wages. (2) For each subsequent violation,
22 one hundred dollars (\$100) for each underpaid employee for each pay
23 period for which the employee was underpaid in addition to an amount
24 sufficient to recover underpaid wages. (3) Wages recovered pursuant to
25 this section shall be paid to the affected employee....

26 (c) The civil penalties provided for in this section are in addition to
27 any other civil or criminal penalty provided by law.

28 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

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

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

10 82. The minimum wage provisions of California Labor Code are enforceable by private
11 civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding any agreement to
12 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
13 overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid
14 balance of the full amount of this minimum wage or overtime compensation, including interest
15 thereon, reasonable attorney's fees and costs of suit."

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

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

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

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

6 86. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
7 1197.1, Plaintiffs and Aggrieved Employees are entitled to recover a penalty of \$100.00 for the
8 initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure
9 to pay each employee minimum wages.

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

13 88. Labor Code § 1198 also requires that: “The maximum hours of work and the standard
14 conditions of labor fixed by the commission shall be the maximum hours of work and the standard
15 conditions of labor for employees. The employment of any employee for longer hours than those
16 fixed by the order or under conditions of labor prohibited by the order is unlawful.” Labor Code §
17 1198 therefore provides a basis in the Labor Code to recover for violations of the IWC Wage Order
18 provisions, and Labor Code § 2699.5 lists Section 1198 as one of the provisions for which a
19 representative PAGA action may be commenced under Labor Code § 2699.3.

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

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

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

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

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

16 93. Labor Code § 2699.3 allows “(a) A civil action by an aggrieved employee pursuant
17 to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section
18 2699.5” to commence upon satisfaction of its written notice requirements. Additionally, Labor Code
19 § 2699.5 provides, in pertinent part that “[t]he provisions of subdivision (a) of Section 2699.3 apply
20 to any alleged violation of the following provisions: [Labor Code §§] 204,...510, 512,... 1194, 1197,
21 1197.1 and 1198...1199” among the provisions of the Code that allow for recovery of civil penalties
22 pursuant to the PAGA.

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

27 95. As a direct and proximate result of the Defendants’ unlawful acts, as alleged in detail
28 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

1 employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal
2 period, the meal period shall be considered an “on duty” meal period and counted as time worked....

3 (B) If an employer fails to provide an employee a meal period in accordance with the applicable
4 provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s
5 regular rate of compensation for each work day that the meal period is not provided....”

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

15 102. Moreover, Defendants failed to compensate Employees for each meal period not
16 provided or inadequately provided, as required under Labor Code § 226.7 and paragraph 11 of the
17 applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a
18 meal period in accordance with this section, the employer shall pay the employee one (1) hour of
19 pay at the employee’s regular rate of compensation for each workday that the meal period is not
20 provided. Additionally, as detailed above, when Defendants did pay meal period premiums, they
21 did so at the normal regular rate of pay without factoring in all forms or
22 remuneration/compensation or by otherwise incorrectly calculating the regular rate.

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

26 104. Plaintiffs seek to recover civil penalties pursuant to the PAGA that arise from the
27 policies, practices and business acts of Defendants to the extent provided by law as a Representative
28

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. Kennefth 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.

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

7 110. Labor Code § 2699.3 allows “(a) A civil action by an aggrieved employee pursuant
8 to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section
9 2699.5” to commence upon satisfaction of its written notice requirements. Additionally, Labor Code
10 § 2699.5 provides, in pertinent part that “[t]he provisions of subdivision (a) of Section 2699.3 apply
11 to any alleged violation of the following provisions: “[Labor Code §§] 226.7, ...512,...558,... and
12 1198” among the provisions of the Code that allow for recovery of civil penalties pursuant to the
13 PAGA.

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

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

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

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

6 **FOURTH CAUSE OF ACTION**

7 **PENALTIES UNDER THE PAGA FOR REST-BREAK LIABILITY UNDER LABOR**

8 **CODE §§ 226.7, 512**

9 **(Against All Defendants)**

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

12 115. Section 12(A)-(B) of IWC Wage Order No. 1 instructs that: “(A) Every employer
13 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be
14 in the middle of each work period. The authorized rest period time shall be based on the total hours
15 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.
16 However, a rest period need not be authorized for employees whose total daily work time is less
17 than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked
18 for which there shall be no deduction from wages. (B) If an employer fails to provide an employee
19 a rest period in accordance with the applicable provisions of this order, the employer shall pay the
20 employee one (1) hour of pay at the employee’s regular rate of compensation for each work day that
21 the rest period is not provided.”

22 116. Labor Code § 226.7 further instructs that: “(b) An employer shall not require an
23 employee to work during a meal or rest or recovery period mandated pursuant to an applicable
24 statute, or applicable regulation, standard, or order of the Industrial Welfare Commission,... (c) If
25 an employer fails to provide an employee a meal or rest or recovery period in accordance with a
26 state law,... the employer shall pay the employee one additional hour of pay at the employee’s
27 regular rate of compensation for each workday that the meal or rest or recovery period is not
28 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:

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

12 (c) The civil penalties provided for in this section are in addition to
13 any other civil or criminal penalty provided by law.

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

17 123. Labor Code § 1198 also requires that: “The maximum hours of work and the standard
18 conditions of labor fixed by the commission shall be the maximum hours of work and the standard
19 conditions of labor for employees. The employment of any employee for longer hours than those
20 fixed by the order or under conditions of labor prohibited by the order is unlawful.” Labor Code §
21 1198 therefore provides a basis in the Labor Code to recover for violations of the IWC Wage Order
22 provisions, and Labor Code § 2699.5 list Section 1198 as one of the provisions for which a
23 representative PAGA action may be commenced under Labor Code § 2699.3.

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

26 125. Plaintiffs seek to recover civil penalties pursuant to the PAGA that arise from the
27 policies, practices, and business acts of Defendants to the extent provided by law as a
28 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

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

4 127. Labor Code § 2699.3 allows “(a) A civil action by an aggrieved employee pursuant
5 to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section
6 2699.5” to commence upon satisfaction of its written notice requirements. Additionally, Labor
7 Code § 2699.5 provides, in pertinent part that “[t]he provisions of subdivision (a) of Section
8 2699.3 apply to any alleged violation of the following provisions: “[Labor Code §§] 226.7,
9 ...512,...558,... and 1198” among the provisions of the Code that allow for recovery of civil
10 penalties pursuant to the PAGA.

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

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

25 130. Aggrieved employees may recover penalties for denied rest periods under the
26 PAGA, as the civil penalty under California Labor Code §558 applies to any provision regulating
27 hours and days of work in any Order, and Plaintiffs have fully complied with procedures specified
28 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(1).

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 EXPENDITURES IN 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,...

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

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

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

21 144. Labor Code § 2699.3 allows “(a) A civil action by an aggrieved employee
22 pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in
23 Section 2699.5” to commence upon satisfaction of its written notice requirements. Additionally,
24 Labor Code § 2699.5 provides, in pertinent part that “[t]he provisions of subdivision (a) of Section
25 2699.3 apply to any alleged violation of the following provisions: [Labor Code §§] 2802...”
26 among the provisions of the Code that allow for recovery of civil penalties pursuant to the PAGA.

27 145. As such, Defendants are liable for PAGA penalties resulting from their failure to
28 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).

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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, 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

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

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

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

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

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

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

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

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

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

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

1 pay period for each subsequent violation.”

2 157. Labor Code § 2699.3 allows “(a) A civil action by an aggrieved employee pursuant
3 to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section
4 2699.5” to commence upon satisfaction of its written notice requirements. Additionally, Labor Code
5 § 2699.5 provides, in pertinent part that “[t]he provisions of subdivision (a) of Section 2699.3 apply
6 to any alleged violation of the following provisions: [Labor Code §§] 226,... subdivisions (c) and
7 (d) of Section 1174,... 1198,...1199,...” among the provisions of the Code that allow for recovery
8 of civil penalties pursuant to the PAGA.

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

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

22 160. Plaintiffs have fully complied with the procedures specified in Labor Code §
23 2699.3. For the purposes of this cause of action, recovery of civil penalties will therefore also
24 include the recovery of underpaid wages pursuant to Labor Code §§ 558(a)(1)-(3).

25 **NINTH CAUSE OF ACTION**

26 **PENALTIES UNDER THE PAGA FOR FAILURE TO KEEP REQUIRED PAYROLL**

27 **RECORDS UNDER LABOR CODE §§ 1174 AND 1174.5**

28 **(Against All Defendants)**

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

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

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

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

17 165. Labor Code § 2699.3 allows "(a) A civil action by an aggrieved employee pursuant
18 to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section
19 2699.5" to commence upon satisfaction of its written notice requirements. Additionally, Labor Code
20 § 2699.5 provides, in pertinent part that "[t]he provisions of subdivision (a) of Section 2699.3 apply
21 to any alleged violation of the following provisions: [Labor Code §§] 226,... subdivisions (c) and
22 (d) of Section 1174,... 1198,...1199,..." among the provisions of the Code that allow for recovery
23 of civil penalties pursuant to the PAGA.

24 166. Labor Code § 1198 also requires that: "The maximum hours of work and the
25 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
26 standard conditions of labor for employees. The employment of any employee for longer hours
27 than those fixed by the order or under conditions of labor prohibited by the order is unlawful."
28 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."

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

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

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

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

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

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).

CONSOLIDATED COMPLAINT

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

1 DATED: February , 2025

KINGSLEY SZAMET EMPLOYMENT
LAWYERS

2
3 By _____
4 Eric B. Kinglsey
Kelsey M. Szamet
5
6 Attorneys for Plaintiff
DAVID NUNEZ
on behalf of all other aggrieved employees
7
8

9 DATED: February , 2025

ABRAMSON LABOR GROUP

10
11 By _____
12 William Zev Abramson
Attorneys for Plaintiff
13 DAVID NUNEZ
on behalf of all other aggrieved employees
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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 [REDACTED] Dollars and [REDACTED] 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 [REDACTED] Dollars and [REDACTED] Cents (\$XXX,XXX.XX), as required by California Labor Code § 2699; and (2) [REDACTED] Dollars and [REDACTED] 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.

EXHIBIT 2

**DAVID YEREMIAN
& ASSOCIATES INC**

880 E. Broadway
Glendale CA 91205

818 962 6465
818 962 6469 FAX

DAVID@YEREMIANLAW.COM

September 13, 2023

VIA ON-LINE SUBMISSION ONLY TO:

<https://dir.tfaforms.net/128> (copy by certified mail to all Defendants)

Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

C T Corporation System, Agent for Service
330 N. Brand Blvd Suite 700
Glendale, CA 91203
Certified Mail Tracking Number: 9414 8112 0620 3016 6939 45

Jazz Pharmaceuticals, Inc.
3170 Porter Drive
Palo Alto, CA 94304
Certified Mail Tracking Number: 9414 8112 0620 3016 6956 42

Re: Labor Code § 2699 Penalties
Brown v. Jazz Pharmaceuticals, Inc. et al

Gentlepersons:

This office represents Plaintiff Marissa Brown (“Plaintiff”) and other similarly situated aggrieved non-exempt employees (collectively “Aggrieved Employees”) for violations of California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.4, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.* (“the Act”). Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of herself and all other similarly situated Aggrieved Employees, and the State of California, against Defendants, Jazz Pharmaceuticals Inc., and DOES 1 through 50 inclusive (all defendants being referred to herein collectively as “Defendants”).

Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along with a copy of Plaintiff’s Class Action Complaint, which is attached to this Notice letter.

The Complaint is being concurrently filed in Santa Clara Superior Court and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California. The attached Class Action Complaint provides the details of Plaintiff's class-wide claims and claims under the Act, and the applicable California law governing them. It, along with this Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

Relevant Facts

Aggrieved Employees were employed by Defendants as non-exempt employees within the state of California within the statutory time period who suffer or suffered from the same wage and hour violations outlined below. Defendants had a common policy and/or practice of failing to pay Aggrieved Employees minimum wages for all hours worked.

Additionally, Aggrieved Employees were not paid for the time that they worked off-the-clock without compensation during meal periods during which Aggrieved Employees were required to work during meal periods (when such meal periods were taken) to make strict deadlines. Thus, Aggrieved Employees were required to work hours, under the control of Defendants, without wages.

Defendants failed to pay Aggrieved Employees proper overtime wages. As discussed above Aggrieved Employees were not paid for the time that they worked off-the-clock without compensation during meal periods during which Aggrieved Employees were required to work during meal periods (when such meal periods were taken) to make strict deadlines. Aggrieved Employees consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week. However, Aggrieved Employees were not paid overtime wages for hours worked in excess of 8 hours a day. Moreover, the uncompensated time, discussed above, was worked by Aggrieved Employees in excess of 8 hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code and applicable Wage Orders.

Additionally, Defendants did not pay Aggrieved Employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, Defendants paid Aggrieved Employees nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate all remunerations, including 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 Aggrieved Employees worked overtime and received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

Additionally, Defendants also paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms

of remuneration in the regular rate of pay from which sick pay and vacation pay was calculated and paid.

Defendants had a common policy and/or practice of denying Aggrieved Employees proper meal periods. Specifically, Aggrieved Employees were denied meal periods altogether. Also, what meal periods Aggrieved Employees did take, were consistently less than 30 minutes, in violation of Labor Code and applicable Wage Orders. Defendants also paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which premium pay was calculated and paid.

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than 10 minutes for every work period of 4 or more consecutive hours, as required by Labor Code. Specifically, Aggrieved Employees who often worked at least eight (8) hours in a day were entitled to at least two breaks but were required to work through their periods which they were continuously denied. Defendants also paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which premium pay was calculated and paid.

Defendants had a common policy and practice of failing to reimburse Aggrieved Employees for necessary business expenditures incurred in execution of their duties under Defendants' employ. Defendants have failed to reimburse Aggrieved Employees for expenses necessarily incurred in the performance of their job duties for Defendants including, cell phone usage and internet usage, which were necessary to perform their duties under Defendants' employ which was used throughout the course of Aggrieved Employees' duties under Defendants' employ.

Defendants consistently failed to issue accurate itemized wage statements as required by Labor Code § 226(a). Specifically, Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. Defendants failed in their affirmative obligation to keep accurate records of the correct overtime wages based on proper regular rate calculations that included nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total amount of compensation of Aggrieved Employees. Additionally, the wage statements given to Aggrieved Employees, by Defendants, failed to include the above requirements enumerated above. Aggrieved 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 Aggrieved Employees were confusing and required Aggrieved Employees to refer to outside sources to verify whether their pay was correct and potentially resulting in a miscalculation by the Aggrieved Employees. Moreover, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal periods and rest breaks, discussed above.

Moreover, Defendants failed to pay Aggrieved Employees all wages owed at the time of their termination or within seventy-two (72) hours of their resignation as required by Labor Code §§

201-203. Defendants also consistently failed to pay Aggrieved Employees all wages due on a semi-monthly basis.

PAGA Claim Details, Legal Bases for Violations and Penalties:

As addressed above and in further detail in the attached Class Action Complaint, Plaintiff and the Aggrieved Employees complain of the following violations committed by Defendants:

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states, “[t]he 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.” The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

In California, employees must be paid at least the then applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H) of the applicable IWC Wage Orders 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.” Additionally, pursuant to 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.

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.” 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.”

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, or at the minimum rate in the absence of a contractually agreed upon one. The underpayment of wages to Aggrieved Employees is and has been a direct consequence of Defendants’ unlawful compensation policies and practices, which applied uniformly to the Aggrieved Employees working at locations and work sites throughout California.

Defendants thus failed to pay Employees minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked. Specifically, Aggrieved

Employees were not paid for the time that they worked off-the-clock without compensation during meal periods during which Aggrieved Employees were required to work during meal periods (when such meal periods were taken) to make strict deadlines. Accordingly, Aggrieved Employees were required to work without pay.

In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional and not in good faith. Further, Plaintiff and other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Aggrieved Employees consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week. However, Aggrieved Employees were not paid overtime wages for hours worked in excess of 8 hours a day. Moreover, the uncompensated time, discussed above including the time they worked off-the-clock discussed above and for meal periods that caused Aggrieved Employees to work in excess of 8 hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code § 510 and applicable Wage Orders. Additionally, Defendants did not pay Aggrieved Employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, Defendants paid Aggrieved Employees nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate all remunerations, including 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 Aggrieved Employees worked overtime and received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

Defendants have violated Labor Code § 1194 and Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of 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 hours in a workday or in excess of forty hours in any workweek or for the first eight 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 hours in any one day or for hours worked in excess of eight 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 by requiring off the clock work as addressed above and by under-reporting actual hours worked. With work shifts generally requiring eight hours or more of work on a given day, this unpaid off the clock work resulted in Aggrieved Employees working past eight hours on a shift or more than forty hours in a week, which required that they be paid at the correct overtime rate of 1.5 times their regular rate.

When considered in combination with the other wage violations addressed above, Aggrieved Employees were not properly compensated, nor were they paid overtime and double time rates for hours worked in excess of eight hours or twelve hours in a given day, and/or forty hours in a given week. Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants have also violated these provisions by requiring Plaintiff and other similarly situated Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties.

In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Vacation Wages

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 her as wages at her final rate in accordance with said contract of employment or policy respecting eligibility or time served. Defendants paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which vacation wages were calculated and paid. Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code § 227.3. Plaintiff accordingly seeks this relief available for Defendants' violations of section Labor Code § 227.3 in connection with

Aggrieved Employees and seeking the civil and statutory penalties available and applicable under Labor Code § 227.3, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Comply with Labor Code §§ 245 et seq. and 246

California Labor Code § 245 et seq. requires that Defendants provide paid sick time to Aggrieved 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). Defendants paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from 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 Aggrieved Employees at a lower rate, in violation of the law. As a result of Defendants' conduct, Defendants have violated California Labor Code §§ 245 et seq. and 246. Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code § 245 et seq. and 246. Plaintiff accordingly seeks this relief available for Defendants' violations of section Labor Code §§ 245 et seq. and 246 in connection with Aggrieved Employees and seeking the civil and statutory penalties available and applicable under Labor Code §§ 245 et seq. and 246, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Meal-Period Liability Under Labor Code § 226.7 and 512 Penalties

Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with uninterrupted meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, Aggrieved Employees were forced to incur shortened meal periods, were provided with breaks late and well after the fifth hour of work, could not be relieved to take breaks, or were required to remain on-duty at all times and were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks.

On the occasions when Aggrieved Employees were provided with a meal period, it was often untimely or interrupted by having to respond to work demands or remain under Defendant's control, in violation of the Labor Code and applicable Wage Orders. Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided, including by miscalculating any premium payments they did make. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions. Defendants paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which premium pay was calculated and paid. Therefore, Defendants also miscalculated the rate at

which they paid any meal period or rest period premiums when Defendant did attempt to pay them, resulting in further violations of section 226.7.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Rest-Break Liability Under Labor Code § 226.7 and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Defendants provided rest periods untimely or for shortened durations, and Defendants' policies and procedures required Aggrieved Employees to remain under Defendants' control during breaks to respond to job requirements. Defendants paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which premium pay was calculated and paid. Therefore, Defendants also miscalculated the rate at which they paid any rest period premiums when Defendant did attempt to pay them, resulting in further violations of section 226.7.

Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided, or miscalculated any premiums paid. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each rest period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Reimburse for Necessary Business Expenditures in Violation of Labor Code § 2802

Defendants have consistently required Plaintiff and Aggrieved Employees to incur necessary business expenses in the execution of their duties under Defendants' employ. Specifically, Defendants have failed to reimburse Plaintiff and Aggrieved Employees for expenses necessarily incurred in the performance of their job duties for Defendants including, cell phone usage and internet usage, which were necessary to perform their duties under Defendants' employ which was used throughout the course of Plaintiff and Aggrieved Employees' duties under Defendants' employ in violation of Labor Code § 2802. Defendants systematically and uniformly failed to reimburse those lawful and necessary work-related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph

9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees. Accordingly, Aggrieved Employees are entitled to recover, and hereby seek 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 Plaintiff seeks 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).

Failure to Issue Accurate and Itemized Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each employee with an accurate, itemized wage statements in writing. 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. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved 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.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. Defendants failed in their affirmative obligation to keep accurate records of the correct overtime wages based on proper regular rate calculations that included nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total amount of compensation of Aggrieved Employees. Moreover, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal periods and rest breaks, and unlawfully received or collected wages, discussed above.

In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved 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.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff 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, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil

penalties under Labor Code §226.3, which in addition to other penalties provided by law, subjects Defendants to “a 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, ...”

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., and failing to provide them with checks and wage statements, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders.

Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal periods. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday, or miscalculate these premiums by not including all form of remuneration in the regular rate, as addressed above. Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants’ systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204. Additionally, by not providing wage statements as required under section 204, Defendants systematically violated Labor Code § 204 and § 226.

Given the above described off the clock work, Plaintiff was not paid at the correct overtime rate for all hours he worked after eight hours into a shift or over forty in a work week and that he was not paid all double time owed either. Defendants’ uniformly applied payroll policies and practices thus resulted in further systematic and ongoing violations of the requirements of Labor Code § 204.

In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties, interest, fees and costs pursuant to Labor Code §§ 201.3, 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, and off the clock work, by not providing proper meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, 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 paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2),

and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, double time, premium pay, etc., and by not recording meal period start and end times, all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, 1198, 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 §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination of within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims 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 under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

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Unfair Competition Under Business and Professions Code § 17200, et seq.

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Plaintiff and Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 et seq.

Plaintiff's PAGA Claim under Labor Code § 2698 et seq. and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the attached Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including 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, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802, including as follows:

(a) **Wage Claims:** For failure to provide Plaintiff 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 paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 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 Plaintiff 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, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 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 Plaintiff and the Aggrieved Employees with wage statements or with accurate, itemized wage statements and failure to maintain employment records for Plaintiff 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, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed

ongoing violations giving rise to civil penalties under Labor Code §226.3, which in addition to other penalties provided by law, subjects Defendants to “a 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, ...”;

(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, 201.1, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Failure to Reimburse Business Expenses: For Defendants’ failure to reimburse the necessary work related expenses incurred under Labor Code §§ 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1);

(f) Failure to Provide Paid Sick Days: For Defendants’ failure to provide Employees with all their required and earned sick days in violation of Labor Code §§ 245 *et seq.* and 246 the civil and statutory penalties available and applicable under Labor Code §§ 245 *et seq.* and 246, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1);

(g) Failure to Pay Vacation Wages: For Defendants’ failure to provide Employees with all their vacation days in violation of Labor Code § 227.3 and seeking the civil and statutory penalties available and applicable under Labor Code § 227.3, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), 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 paragraph 20 of the applicable IWC Wage Orders, and for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

We have been constrained to initially move forward with the filing of this Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

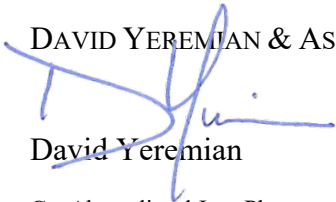
This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against Jazz Pharmaceuticals, Inc. and any other named Defendants and joint employers. To

prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

Wherefore we request that you advise us, by certified mail within sixty days of the postmark on this letter, whether you intend to proceed with these claims or whether Plaintiff and the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended Complaint.

Regards,

DAVID YEREMIAN & ASSOCIATES, INC.



David Yeremian

Cc: Above listed Jazz Pharmaceuticals, Inc. by Certified Mail

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11 on behalf of herself and others similarly situated

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 FOR THE COUNTY OF SANTA CLARA

14 MARISSA BROWN, on behalf of herself and
others similarly situated,

15 Plaintiff,

16 vs.

17 JAZZ PHARMACEUTICALS, INC., a
Delaware Corporation; and DOES 1 through
18 50, inclusive,

19 Defendants.
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26
27
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Case No.

CLASS ACTION

Assigned for All Purposes To:

Hon.

Dept.:

CLASS ACTION COMPLAINT 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
10. Penalties Pursuant to Labor Code § 203; and
11. Violation of Business & Professions Code §
17200 *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff MARISSA BROWN, (“Plaintiff”) on behalf of herself and all others similarly
2 situated (collectively, “Employees”; individually, “Employee”) complains of Defendants, and each
3 of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of herself and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees by Defendants JAZZ
8 PHARMACEUTICALS, INC., a Delaware Corporation, and DOES 1 through 50 (all defendants
9 being collectively referred to herein as “Defendants”). Plaintiff alleges that Defendants, and each
10 of them, violated various provisions of the California Labor Code, relevant orders of the Industrial
11 Welfare Commission (IWC) and California Business & Professions Code, and seeks redress,
12 therefore.

13 2. Plaintiff was a resident of California and during the time period relevant to this
14 Complaint and was employed by Defendants as a non-exempt hourly employee within the State of
15 California at Defendants’ facilities and offices in California. Plaintiff and the other Class members
16 worked for Defendants in California and Santa Clara County, and in other nonexempt positions,
17 throughout California, and consistently worked at Defendants’ behest without being paid all wages
18 due. More specifically, Plaintiff and the other similarly situated Class members were employed by
19 Defendants and worked at Defendants’ offices and other facilities where the conduct giving rise to
20 the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiff
21 was employed by Defendants and (1) shared similar job duties and responsibilities, (2) was
22 subjected to the same policies and practices, and (3) endured similar violations at the hands of
23 Defendants as the other Employee Class members who served in similar and related positions.

24 3. Defendants required Plaintiff and the Employees in the Class to perform work
25 while remaining under Defendants’ control before and after being on the clock for their daily work
26 shift. Defendants also failed to provide Plaintiff and the Class with lawful meal and rest periods,
27 as employees were not provided with the opportunity to take timely, uninterrupted, and duty-free
28 meal and rest periods as required by the Labor Code.

1 **THE PARTIES**

2 **A. The Plaintiff**

3 4. Plaintiff MARISSA BROWN, has resided in California and during the time period
4 relevant to this Complaint and was employed by Defendants as a non-exempt hourly employee
5 within the State of California.

6 **B. The Defendants**

7 5. Defendant JAZZ PHARMACEUTICALS, INC., ("JP") is a Delaware corporation
8 with its principle executive offices in Palo Alto, California, and has been listed as the employer on
9 the wage statements issued during the relevant time period. JP lists a California address in Palo
10 Alto California with the California Secretary of State, and employs Plaintiff and the Class
11 members in Santa Clara County, including at Defendants' offices and facilities in Palo Alto,
12 California, and throughout California and conducts business throughout California.

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

21 7. Plaintiff is informed and believe and thereon alleges that each Defendant acted in
22 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
23 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
24 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
25 all respects as the employers or joint employers of Employees. Defendants, and each of them,
26 exercised control over the wages, hours or working conditions of Employees, or suffered or
27 permitted Employees to work, or engaged, thereby creating a common law employment
28 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly

1 employed Employees.

2 **JURISDICTION AND VENUE**

3 8. This Court has jurisdiction over this Action pursuant to California Code of Civil
4 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
5 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
6 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
7 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
8 obligations and liabilities giving rise to this lawsuit occurred at least in part in Santa Clara County
9 and Defendants maintain and operate company offices and facilities in Santa Clara County and
10 employ Plaintiff and other Class members in California Santa Clara County and throughout
11 California.

12 **FACTUAL BACKGROUND**

13 9. The Employees who comprise the Class and Collective, including Plaintiff, is a
14 nonexempt employee pursuant to the applicable Wage Order of the IWC. Defendants hire
15 Employees who work in nonexempt positions at the direction of Defendants in the State of
16 California. Plaintiff and the Class members were either not paid by Defendants for all hours
17 worked or were not paid at the appropriate minimum, regular and overtime rates. Furthermore, the
18 uncompensated time included the time Employees worked off-the-clock during meal periods and
19 as a result of Defendants' culture of working through meal and rest periods to meet deadlines.
20 Plaintiff also contends that Defendants failed to pay Plaintiff and the Class members all wages due
21 and owing, failed to provide meal and rest breaks, and failed to furnish accurate wage statements,
22 all in violation of various provisions of the California Labor Code and applicable Wage Orders.
23 Additionally, Defendants paid Plaintiffs and Employees nondiscretionary commissions, incentive
24 pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
25 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
26 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
27 the overtime wage rate. Therefore, during times when Plaintiffs and Employees worked overtime
28 and received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses,

1 Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

2 10. From at least four (4) years prior to the filing of this lawsuit and continuing to the
3 present, Defendants paid Plaintiffs and Employees nondiscretionary commissions, incentive pay,
4 and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
5 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
6 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
7 sick pay. Therefore, during times when Plaintiffs and Employees worked overtime and received
8 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed
9 to pay all sick pay by paying a lower overtime rate than required.

10 11. From at least four (4) years prior to the filing of this lawsuit and continuing to the
11 present, Defendants paid Plaintiffs and Employees nondiscretionary commissions, incentive pay,
12 and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
13 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
14 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
15 vacation pay. Therefore, during times when Plaintiffs and Employees worked overtime and
16 received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses,
17 Defendants failed to pay all vacation pay by paying a lower overtime rate than required.

18 12. During the course of Plaintiff and the Class members' employment with
19 Defendants, they were not paid all wages they were owed, including for all work performed and
20 for all overtime hours worked and were forced to work during their meal and rest breaks to keep
21 labor budgets low.

22 13. As a matter of Company culture, Plaintiff and the Class members were required to
23 work during their meal breaks which were not compensated by Defendants in violation of the
24 California Labor Code. Plaintiff and the Class members were also not paid regular wages and
25 overtime for the time they were required to comply with other requirements imposed upon them,
26 which they had to complete while working through their meal breaks and without compensation.
27 As a result Plaintiff and the Class members worked shifts over eight (8) hours in a day and over
28 forty (40) hours in a work week, but they were not paid at the appropriate overtime rate for all

1 such hours, including by being required to perform work duties and tasks without pay and while
2 off-the-clock which caused overtime to begin accruing before it did in Defendants' timekeeping
3 and payroll systems. As a result, Plaintiff and the Class members worked substantial overtime
4 hours during their employment with Defendants for which they were not compensated, in
5 violation of the California Labor Code, applicable IWC Wage Orders.

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

17 15. Therefore, from at least four (4) years prior to the filing of this lawsuit and
18 continuing to the present, Defendants had a consistent policy or practice of failing to pay
19 Employees for all hours worked, and failing to pay minimum wage for all time worked as required
20 by California Law.

21 16. Additionally from at least four (4) years prior to the filing of this lawsuit and
22 continuing to the present, Defendants had a consistent policy or practice of failing to pay
23 Employees overtime compensation at premium overtime rates for all hours worked in excess of
24 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
25 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
26 sections of IWC Wage Orders.

27 17. Additionally from at least four (4) years prior to the filing of this lawsuit and
28 continuing to the present, Defendants have regularly required Employees to work shifts in excess

1 of five (5) hours without providing them with uninterrupted meal periods of not less than thirty
2 (30) minutes and shifts in excess of ten (10) hours without providing them with second meal
3 periods of not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one
4 hour of wages at each Employee’s effective regular rate of pay, for each meal period that
5 Defendants failed to provide or deficiently provided.

6 18. From at least four (4) years prior to the filing of this lawsuit and continuing to the
7 present, Defendants have consistently failed to provide Employees with paid rest breaks of not less
8 than ten (10) minutes for every work period of four (4) or more consecutive hours; nor did
9 Defendant pay Employees premium pay for each day on which requisite rest breaks were not
10 provided or were deficiently provided at one hour of wages at each Employee’s effective regular
11 rate of pay, for each rest period that Defendants failed to provide or deficiently provided.

12 19. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
13 continuing to the present, Defendants have consistently failed to provide Employees with timely,
14 accurate, and itemized wage statements as required by California wage-and-hour laws.
15 Specifically, the wage statements given to Employees by Defendants failed to accurately account
16 for wages, overtime, and premium pay for deficient meal periods and rest breaks, all of which
17 Defendants knew or reasonably should have known were owed to Employees, as alleged
18 hereinabove. The wage statements provided to Employees were confusing and required
19 Employees to engage in discovery and refer to outside sources to verify whether their pay was
20 correct and potentially resulting in a miscalculation by the Employees.

21 20. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
22 continuing to the present, Defendants have consistently failed to provide Employees with timely,
23 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

24 21. From at least four (4) years prior to the filing of this lawsuit and continuing to the
25 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
26 performance of their job duties for Defendants including, but not limited to, the cell phone usage,
27 and internet usage which were necessary to perform their duties under Defendants’ employ in
28 violation of Labor Code § 2802.

22. Additionally, from at least three (3) years 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.

23. Additionally, from at least four (4) years 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.

24. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor Code §§ 201, 202, 203, 204, 218.5, 218.6, 226, 226.4, 226.7, 227.3, 245, *et seq*, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1199, and 2802.

25. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code.

CLASS ALLEGATIONS

26. Plaintiff bring this class action on behalf of herself an all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows: all individuals employed by Defendants, at any time within four (4) years of the filing of this lawsuit and have been employed by Defendants within the State of California.

27. Further, Plaintiff seeks to represent the following Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Vacation Wages Subclass. All Class members who were not compensated at the Employee's regular rate of pay for their vacation wages.

d. Subclass 4. Sick Pay Subclass. All Class members who were subject to Defendants'

1 policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty free meal
2 periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

3 e. Subclass 5. Meal Period Subclass. All Class members who were subject to
4 Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
5 free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

6 f. Subclass 6. Rest Break Subclass. All Class members who were subject to
7 Defendants' policy and/or practice of failing to authorize and permit Employees to take
8 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
9 thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

10 g. Subclass 7. Payroll Records Subclass. All Class members who were subject to
11 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
12 by California wage-and-hour laws.

13 h. Subclass 8. Wage Statement Subclass. All Class members who, within the
14 applicable limitations period, were not provided with accurate itemized wage statements.

15 i. Subclass 9. Failure to Reimburse for Necessary Business Expenditures. All Class
16 members who were subject to Defendants failing to reimburse for expenses necessarily incurred in
17 the performance of Employees job duties for Defendants which were necessary to perform their
18 duties under Defendants' employ.

19 j. Subclass 10. Termination Pay Subclass. All Class members who, within the
20 applicable limitations period, either voluntarily or involuntarily separated from their employment
21 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
22 termination.

23 k. Subclass 11. UCL Subclass. All Class members who are owed restitution as a
24 result of Defendants' business acts and practices, to the extent such acts and practices are found to
25 be unlawful, deceptive, and/or unfair.

26 28. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
27 modify the class description with greater particularity or further division into subclasses or
28 limitation to particular issues.

29. This action has been brought and may properly be maintained as a class action under the provisions of Code of Civil Procedure § 382 because there is a well-defined community of interest in litigation and proposed class is easily ascertainable.

A. Numerosity

30. The potential members of the class as defined are so numerous that joinder of all the member of the class is impracticable. While the precise number of class member has not been determined at this time, Plaintiff is informed and believe that Defendants employ or, during the time period relevant to this lawsuit, employed more than 100 individuals were employed by Defendant's within the State of California.

31. Accounting for employee turnover during the relevant time period increases this number substantially. Plaintiff alleges that Defendants' employment records will provide information as to the number and location of all class members.

B. Commonality

32. There are questions of law and fact common to the class that predominate over any questions affecting only individual class members. These common questions of law and fact include:

- a. Whether Defendants failed to pay Employees minimum wages;
- b. Whether Defendants failed to pay Employees wages for all hours worked;
- c. Whether Defendants failed to pay Employees overtime as required under Labor Code § 510;
- d. Whether Defendants failed to pay Employees vacation wages as required under Labor Code § 227.3;
- e. Whether Defendants failed to pay Employees sick pay as required under Labor Code § 245;
- f. Whether 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;
- g. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage

Orders, by failing to provide Employees with requisite rest breaks or premium pay in lieu thereof;

h. Whether Defendants violated Labor Code § 226(a);

i. Whether Defendants violated Labor Code §§ 1174 and 1174.5;

j. Whether Defendants failed to reimburse Employees for necessary business expenses;

k. Whether 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;

l. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and

m. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

33. The claims of the named plaintiffs are typical of those of the other Employees. Employees all sustained injuries and damages arising out of and caused by Defendant's common course of conducts in violation of statutes, as well as regulations that have the force and effect of law, as alleged herein.

D. Adequacy of Representation

34. Plaintiff will fairly and adequately represent and protect the interest of Employees. Counsel who represents Employees are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

35. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Employees is not practicable, and questions of law and fact common to all Employees predominate over any questions affecting only individual Employees. Each Employee has been damaged and is entitled to recovery by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

36. Class action treatment will allow those persons similarly situated to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

1 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

2 **FIRST CAUSE OF ACTION**

3 **FAILURE TO PAY MINIMUM WAGES**

4 **(Against All Defendants)**

5 37. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
6 full herein.

7 38. Defendants failed to pay Employees minimum wages for all hours worked.

8 39. Defendants had a common policy and practice of misstating Employees time
9 records and failing to pay Employees for all hours worked. Employees would work hours and not
10 receive wages, including as alleged above in connection with working during meal periods, and
11 time off the clock Employees without compensation. Specifically, Plaintiff and Employees were
12 required to perform work during meal periods and rest periods (when such meal and rest periods
13 were taken), due to rigid deadlines and understaffing. Additionally, Defendants had a consistent
14 policy of failing to pay Employees for hours worked during alleged meal and rest periods for
15 which Employees were consistently denied, as also addressed herein. During the relevant time
16 period, Defendants did not pay Plaintiff and Employees at the applicable minimum wage for all
17 hours worked. Defendants' uniform pattern of unlawful wage and hour practices manifested,
18 without limitation, applicable to the Class as a whole, as a result of implementing a uniform policy
19 and practice that denied accurate compensation to Plaintiff and the other members of the Class as
20 to minimum wage pay.

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

25
26 41. The applicable minimum wages fixed by the commission for work during the
27 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
28 therefore entitled to double the minimum wage during the relevant period.

1 42. The minimum wage provisions of California Labor Code are enforceable by private
2 civil action pursuant to California Labor Code § 1194(a) which states:

3 Notwithstanding any agreement to work for a lesser wage, any
4 employee receiving less than the legal minimum wage or the legal
5 overtime compensation applicable to the employee is entitled to
6 recover in a civil action the unpaid balance of the full amount of
7 this minimum wage or overtime compensation, including interest
8 thereon, reasonable attorney's fees and costs of suit.

9
10 43. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
11 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

12 44. California Labor Code § 1194.2 also provides for the following remedies:

13 In any action under Section 1194 . . . to recover wages because of
14 the payment of a wage less than the minimum wages fixed by an
15 order of the commission, an employee shall be entitled to recover
16 liquidated damages in an amount equal to the wages unlawfully
17 unpaid and interest thereon.

18
19 45. Defendants have the ability to pay minimum wages for all time worked and have
20 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
21 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

22 46. Wherefore, Employees are entitled to recover the unpaid minimum wages
23 (including double minimum wages), liquidated damages in an amount equal to the minimum
24 wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant
25 to California Labor Code § 1194(a).

26 ///

27 ///

28 ///

1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

3 **(Against All Defendants)**

4 47. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
5 full herein.

6 48. By their conduct, as set forth herein, Defendants violated California Labor Code §
7 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
8 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
9 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
10 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
11 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
12 (8) hours on any seventh day of work in a workweek.

13 49. Defendants had a common policy and practice of requiring Plaintiff and Employees
14 to perform work, off the clock for which they were not paid wages. Specifically, Plaintiff and
15 Employees were required to perform work during meal periods (when such meal periods were
16 taken), which included work related tasks. All the forgoing work was performed by Employees
17 and under the direction and control of Defendants, for which no wages were paid.

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

21 51. Defendants' failure to pay compensation in a timely fashion also constituted a
22 violation of California Labor Code § 204, which requires that all wages shall be paid
23 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
24 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
25 and overtime compensation earned by Employees. Each such failure to make a timely payment of
26 compensation to Employees constitutes a separate violation of California Labor Code § 204.

27 52. Employees have been damaged by these violations of California Labor Code §§
28 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

53. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs.

THIRD CAUSE OF ACTION

MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

54. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in full herein.

55. 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.

56. Defendants had a common practice and policy of denying Plaintiff and Employees the opportunity to take 30-minute uninterrupted meal periods, in accordance with California Law. Specifically, Plaintiff and Employees were denied meal periods altogether. Moreover, as discussed above, Defendants had a common policy and practice of requiring plaintiff and Employees to complete work-related assignments during meal periods.

57. Moreover, Defendants failed to compensate Employees for each meal period not provided or inadequately provided, as required under Labor Code § 226.7.

58. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, a sum to be proven at trial.

FOURTH CAUSE OF ACTION

REST-BREAK LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

59. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in

1 full herein.

2 60. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
3 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
4 not less than ten (10) minutes for each consecutive four (4) hour shift.

5 61. Defendants have had a common policy and practice of consistently failing to
6 provide Plaintiff and Employees with the opportunity to take paid rest breaks of not less than ten
7 (10) minutes for each consecutive four (4) hour shift. Plaintiff and Employees were required to
8 work through their rest breaks, which were systemically denied due to demanding deadlines.

9 62. Moreover, Defendants did not compensate Employees with an additional hour of
10 pay at each Employee's effective hourly rate for each day that Defendants failed to provide them
11 with adequate rest breaks, as required under Labor Code § 226.7.

12 63. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
13 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
14 worked without the required rest breaks, a sum to be proven at trial.

15 **FIFTH CAUSE OF ACTION**

16 **FAILURE TO PAY VACATION WAGES**

17 **(Against All Defendants)**

18 64. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
19 full herein.

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

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

27 67. Therefore, pursuant to, Plaintiff and Employees seek to recover penalties pursuant
28 to Labor Code § 227.3.

1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO COMPLY WITH LABOR CODE § 245 *ET SEQ.* AND 246**

3 **(Against All Defendants)**

4 68. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
5 full herein.

6 69. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time
7 to Employees, including at the amount, terms, and rate of compensation set forth in said law. At
8 times relevant, Defendants have failed compute the amount due for paid sick time in conformance
9 with the pay calculation under California Labor Code § 246(1).

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

16 71. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor
17 Code § 245 *et seq.* and §§ 245 *et seq.* and 246.

18 **SEVENTH CAUSE OF ACTION**

19 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**

20 **IN VIOLATION OF LABOR CODE § 2802**

21 **(Against All Defendants)**

22 72. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
23 full herein.

24 73. Under Labor Code § 2802(a) an employer must indemnify its employees for all
25 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
26 of his or her duties, or of his or her obedience to the directions of the employer.

27 74. Employees incurred necessary expenditures in the performance of their job duties
28 for Defendants, namely the cost of cell phone usage and internet usage which were necessary to

1 perform their duties under Defendants' employ. From four (4) years prior to the original filing of
2 this lawsuit and continuing to the present, Defendants consistently failed to reimburse Employees
3 for these necessarily incurred business expenses.

4 75. As a result of the unlawful acts of Defendants, Employees have been deprived of
5 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
6 plus interest and penalties thereon, attorneys' fees, and costs.

7 **EIGHTH CAUSE OF ACTION**
8 **VIOLATION OF LABOR CODE § 226(a)**
9 **(Against All Defendants)**

10 76. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
11 full herein.

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

19 78. Defendants failed to provide Employees with accurate itemized wage statements in
20 writing, as required by the Labor Code. Specifically, the wage statements given to Employees by
21 Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal
22 and rest periods, all of which Defendants knew or reasonably should have known were owed to
23 Employees, as alleged hereinabove.

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

80. 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.

81. 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.

82. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and any other applicable statute allowing recovery of penalties as alleged herein in an amount to be shown according to proof.

NINTH CAUSE OF ACTION

FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174

AND 1174.5

(Against All Defendants)

83. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in full herein.

84. 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.

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

86. Accordingly, Defendants are liable for civil penalties pursuant to the California Labor Code §§ 1174.5. for the three (3) years prior to the filing of this Complaint.

TENTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(Against All Defendants)

87. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in full herein.

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

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

90. 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.

91. Defendants' failure to pay wages, as alleged above, was willful in that Defendants knew wages to be due but failed to pay them; this violation entitles these Employees to penalties under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

ELEVENTH CAUSE OF ACTION
VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.*
(Against All Defendants)

92. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in full herein.

93. Plaintiff, on behalf of herself, Employees, and the general public, brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

94. Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

1 95. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
2 business practices.

3 96. Wage-and-hour laws express fundamental public policies. Paying employees their
4 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
5 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
6 to enforce minimum labor standards, to ensure that employees are not required or permitted to
7 work under substandard and unlawful conditions, and to protect law-abiding employers and their
8 employees from competitors who lower costs to themselves by failing to comply with minimum
9 labor standards.

10 97. Defendants have violated statutes and public policies. Through the conduct alleged
11 in this Complaint Defendants have acted contrary to these public policies, have violated specific
12 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
13 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff,
14 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
15 guaranteed to all employees under the law.

16 98. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
17 violation of the Business & Professions Code § 17200 *et seq.*

18 99. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
19 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable
20 care should have known that their conduct was unlawful; therefore their conduct violates the
21 Business & Professions Code § 17200 *et seq.*

22 100. As a proximate result of the above-mentioned acts of Defendants, Employees have
23 been damaged, in a sum to be proven at trial.

24 101. Unless restrained by this Court Defendants will continue to engage in such
25 unlawful conduct as alleged above. Pursuant to the Business & Professions Code this Court should
26 make such orders or judgments, including the appointment of a receiver, as may be necessary to
27 prevent the use by Defendants or their agents or employees of any unlawful or deceptive practice
28 prohibited by the Business & Professions Code, including but not limited to the disgorgement of

1 such profits as may be necessary to restore Employees to the money Defendants have unlawfully
2 failed to pay.

3 **RELIEF REQUESTED**

4 WHEREFORE, Plaintiff prays for the following relief:

- 5 1. For an order certifying this action as a class action;
- 6 2. For compensatory damages in the amount of the unpaid minimum wages for work
7 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
8 the filing of this action, as may be proven;
- 9 3. For liquidated damages in the amount equal to the unpaid minimum wage and
10 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 11 4. For compensatory damages in the amount of the hourly wage made by Employees
12 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
13 years prior to the filing of this action, as may be proven;
- 14 5. For compensatory damages in the amount of all unpaid wages, including overtime
15 and double-time pay, as may be proven;
- 16 6. For compensatory damages in the amount of the hourly wage made by Employees
17 for each day requisite rest breaks were not provided or were deficiently provided where no
18 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
19 be proven;
- 20 7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 21 8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
22 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 23 9. For penalties pursuant to Labor Code § 1174.5, as may be proven;
- 24 10. For penalties pursuant to Labor Code § 227.3, as may be proven;
- 25 11. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven;
- 26 12. For restitution for unfair competition pursuant to Business & Professions Code
27 § 17200 *et seq.*, including disgorgement or profits, as may be proven;
- 28 13. For compensatory damages in the amount of all previously unreimbursed business

1 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
2 from four (4) years prior to the original filing of this action, as may be proven;

3 14. For an order enjoining Defendants and their agents, servants, and employees, and
4 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
5 duties adumbrated in this Complaint;

6 15. For all general, special, and incidental damages as may be proven;

7 16. For an award of pre-judgment and post-judgment interest;

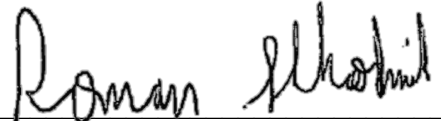
8 17. For an award providing for the payment of the costs of this suit;

9 18. For an award of attorneys' fees; and

10 19. For such other and further relief as this Court may deem proper and just.

11
12 DATED: September 13, 2023

D.LAW, INC.

13
14 By 
15 Emil Davtyan
16 Roman Shkodnik
17 Amanda Fazio
18 Attorneys for Plaintiff
19 MARISSA BROWN
20 and the putative class
21
22
23
24
25
26
27
28

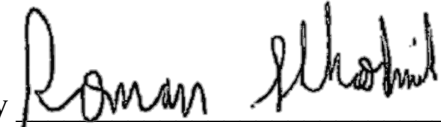
DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of their claims by jury to the extent authorized by law.

DATED: September 13, 2023

D.LAW, INC.

By



Emil Davtyan
Roman Shkodnik
Amanda Fazio
Attorneys for Plaintiff
MARISSA BROWN
and the putative class

KINGSLEY & KINGSLEY

| L A W Y E R S |

November 8, 2023

LABOR & WORKFORCE DEVELOPMENT AGENCY
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Quidel Corporation
9975 Summers Ridge Road
San Diego, CA 92121
Via Certified Mailing #7022 3330 0002 1335 8523

Quidel Corporation
c/o Agent for Service of Process
1505 Corporation
Registered Agent Solutions, Inc.
720 14th ST.,
Sacramento, CA 95814
Via Certified Mailing #7022 3330 0002 1335 8530

Re: David Nunez v. Quidel Corporation
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents David Nunez (“Plaintiff”) and a proposed group of current and former employees working for Quidel Corporation (“Defendant”) in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to bring a representative action on behalf himself and the State of California as well as on behalf of a group of aggrieved employees defined as: All non-exempt employees who are employed or have been employed by Quidel Corporation, in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present plus any additional time during which the statutes of limitation for the causes of action herein were tolled pursuant to Emergency Rule 9 of the California Rules of Court, the ‘Emergency Rules Related to COVID-19’. (“aggrieved employees”).

Any limitations period referenced in this letter is extended pursuant to Emergency Rule 9 (a) of the “Emergency Rules Related to COVID-19,” Appendix I to the California Rules of Court adopted effective April 6, 2020, which provides that the statutes of limitation that exceed 180 days for civil actions are tolled from April 6, 2020 until October 1, 2020 [“Notwithstanding any

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

November 8, 2023

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other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 16 1, 2020.”] Any reference to the relevant time period or statute of limitations referenced in this letter is extended into the past by the number of days in which this tolling was in effect.

Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift. Likewise, the Wage Orders (1-2001) state that: An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner.

Here, Defendant failed to apprise Plaintiff and the aggrieved employees of their rights associated with meal periods and failed to provide timely meal periods. Meal periods were frequently missed, interrupted, or late, as Plaintiff and the aggrieved employees had a heavy workload and Defendant did not staff in a way to provide Plaintiff and all aggrieved employees with lawful meal periods. Defendant has had a consistent policy of failing to provide compliant meal periods to Plaintiff and the aggrieved employees within the first five hours of each shift and pay such employees one (1) hour of pay at the employees’ regular rate of compensation for each workday that the first meal period was not provided within the first (5) hours of the shift.

Pursuant to Labor Code § 226.7 and Wage Order 1-2001, Defendant failed to provide Plaintiff and the aggrieved employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Rest periods were frequently missed, interrupted, or late, as Plaintiff and the aggrieved employees had a heavy workload and Defendant did not staff in a way to provide Plaintiff and all aggrieved employees with all required rest periods. As Such, Defendant failed to provide Plaintiff and the aggrieved employees with compliant rest periods. Further, Plaintiff and the aggrieved employees were not compensated with one (1) hour of wages for each missed rest period as required by Labor Code § 226.7.

In addition, Labor Code § 2802 provides that 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, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. Defendant has failed to reimburse Plaintiff and aggrieved employees the cost of using their personal cell phones and tools for business related purposes. Specifically, Defendant

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

November 8, 2023

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required that Plaintiff and the Proposed Class members 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, and this was necessary to perform their job duties. Plaintiff and the Proposed Class were not provided with adequate devices to perform these duties, and as a result, had to use their personal cell phones and tools in order to perform these job duties. These cell phones and tools/equipment were not provided by Defendant, and Defendant failed to reimburse Plaintiff and the aggrieved employees for the costs associated with using these personal cell phones and tools/equipment.

As a result of the claims alleged above, Defendant engaged in a practice of failing to provide accurate itemized wage statements in violation of Labor Code § 226(a) which requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate by the employee

Labor Code §226(a) requires that every employer shall semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing a number of specific items such as, but not limited to, the total hours worked by the employee, deductions, inclusive dates for each pay period, the name and employee and only the last four digits of his or her social security number, the name and address of the legal entity that is the employer, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, and the piece rate units paid, among other items. Here, Defendant has failed to issue lawful itemized wage statements containing the required information under Labor Code § 226(a). As such, Plaintiff is an aggrieved employee within the meaning of PAGA and Defendant has violated Labor Code §226(a) with respect to Plaintiff and all aggrieved employees.

Labor Code §226(a)(2) requires that every employer shall semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing the total hours worked by the employee. Plaintiff and the aggrieved employees are issued wage statements that do not include the total hours worked by the employee. As such, Plaintiff is an aggrieved employee within the meaning PAGA and Defendant has violated Labor Code §226(a) with respect to Plaintiff and all aggrieved employees.

Also, Defendant issued to Plaintiff and the aggrieved employees itemized wage statements that did not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code § 226(a)(9). The itemized wage statements provided to Plaintiff and the aggrieved employees did not include the hours worked at each hourly rate.

Labor Code § 203 provides that if “an employer willfully fails to pay...any wages of an

LABOR & WORKFORCE DEVELOPMENT AGENCY

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November 8, 2023

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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.” Here, Plaintiff and all aggrieved employees were not paid all wages due upon their separation from Defendant’s employ. As such, Plaintiff is an aggrieved employee and Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

Further, under Labor Code § 2699.3(c)(2)(A), Defendant may cure the alleged violations within thirty-three (33) calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 512, and 2802, with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 

Kelsey M. Szamet

KMS/lis

- Cc:
1. LWDA Letter filed via Electronic Submission: <https://dir.tfaforms.net/308>
 2. Quidel Corporation via USPS Certified Mail # 7022 3330 0002 1335 8523
Quidel Corporation c/o Agent for Service of Process Registered Agent Solutions, Inc. via USPS Certified Mail # 7022 3330 0002 1335 8530
 3. Abramson Labor Group, 11846 Ventura Blvd., Suite 100, Studio City, CA 91604

EXHIBIT 3

Robinson v. Quidel Corporation
Litigation Costs

Service Date	Details	Provider	Amount
12/19/23	LWDA Letter	LWDA	\$ 75.00
12/20/23	Summons & Complaint	Rapid Legal	\$ 1,494.53
12/26/23	Process of Service - Summons & Complaint - Eastridge	Rapid Legal	\$ 77.25
12/27/23	Process of Service - Summons & Complaint - Quidelortho	Rapid Legal	\$ 77.25
12/27/23	Process of Service - Summons & Complaint - Eastridge	Rapid Legal	\$ 77.25
12/27/23	Process of Service - Summons & Complaint - Eastridge	Rapid Legal	\$ 77.25
2/7/24	Request for Dismissal of Eastridge	Rapid Legal	\$ 14.42
2/8/24	Proof of Service (All Entities)	Rapid Legal	\$ 14.42
2/8/24	DOE Amendment	Rapid Legal	\$ 14.42
3/1/24	First Amended Complaint	Rapid Legal	\$ 14.42
4/10/24	Notice and Acknowledgement of Receipt of FAC (3 Entities)	Rapid Legal	\$ 14.42
4/30/24	Notice and Acknowledgement of Receipt of FAC (TEG Staffing)	Rapid Legal	\$ 14.42
5/25/24	Notice of Posting Jury Fees	Rapid Legal	\$ 168.92
7/3/24	Request for Dismissal of	Rapid Legal	\$ 14.42
7/10/24	Proof of Service	One Legal	\$ 18.99
8/9/24	Mediation	Ortman Mediation. Inc.	\$ 15,000.00
8/22/24	Expert Mediation Analysis	Berger Consulting Group	\$ 8,060.00
10/22/24	Notice of Change of Address	Rapid Legal	\$ 15.19
10/23/24	Notice of Disassociation	Rapid Legal	\$ 15.19
12/19/24	(Rejected) Notice of Unavailability	Rapid Legal	\$ 11.33
4/16/25	Stipulation and Order	Rapid Legal	\$ 35.79
5/12/25	Notice of Association	Rapid Legal	\$ 15.27
6/5/25	Second Amended Complaint	Rapid Legal	\$ 15.27
10/22/25	Motion for PAGA Approval of Settlement	Rapid Legal	\$ 85.00
FUTURE	Ntc of Entry of Final Order & Judgment	Rapid Legal	\$ 18.00
FUTURE	Dec of Admin Re Final Distribution	Rapid Legal	\$ 18.00

Total	\$ 25,456.42
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EXHIBIT 4

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 5

JUDICIARY SALARY PLAN
Los Angeles-Long Beach, CA - Table LA
36.47% Locality Payment Included
Effective January 13, 2025

Grade	1	2	3	4	5	6	7	8	9	10
1	\$30,515	\$31,538	\$32,552	\$33,563	\$34,576	\$35,168	\$36,173	\$37,184	\$37,225	\$38,171
2	\$34,311	\$35,127	\$36,264	\$37,225	\$37,643	\$38,749	\$39,856	\$40,963	\$42,070	\$43,176
3	\$37,439	\$38,687	\$39,934	\$41,181	\$42,429	\$43,676	\$44,923	\$46,171	\$47,418	\$48,665
4	\$42,026	\$43,427	\$44,829	\$46,231	\$47,632	\$49,034	\$50,435	\$51,837	\$53,238	\$54,640
5	\$47,019	\$48,586	\$50,153	\$51,719	\$53,286	\$54,853	\$56,419	\$57,986	\$59,553	\$61,119
6	\$52,414	\$54,161	\$55,908	\$57,654	\$59,401	\$61,148	\$62,895	\$64,642	\$66,389	\$68,135
7	\$58,244	\$60,186	\$62,128	\$64,070	\$66,012	\$67,954	\$69,896	\$71,838	\$73,780	\$75,722
8	\$64,503	\$66,653	\$68,804	\$70,955	\$73,106	\$75,256	\$77,407	\$79,558	\$81,709	\$83,859
9	\$71,244	\$73,619	\$75,993	\$78,368	\$80,742	\$83,117	\$85,492	\$87,866	\$90,241	\$92,615
10	\$78,455	\$81,070	\$83,685	\$86,300	\$88,914	\$91,529	\$94,144	\$96,759	\$99,373	\$101,988
11	\$86,199	\$89,071	\$91,944	\$94,817	\$97,689	\$100,562	\$103,435	\$106,307	\$109,180	\$112,053
12	\$103,316	\$106,760	\$110,205	\$113,649	\$117,094	\$120,538	\$123,983	\$127,427	\$130,872	\$134,317
13	\$122,857	\$126,953	\$131,048	\$135,144	\$139,239	\$143,334	\$147,430	\$151,525	\$155,621	\$159,716
14	\$145,180	\$150,019	\$154,858	\$159,697	\$164,536	\$169,376	\$174,215	\$179,054	\$183,893	\$188,733
15	\$170,769	\$176,461	\$182,153	\$187,845	\$193,538	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **
16	\$200,281	\$206,957	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
17	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
18	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *

* Rate limited to the rate for Level III of the Executive Schedule.

** Rate limited to the rate for Level IV of the Executive Schedule.

EXHIBIT 6

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In this section

Salary Table 2025-LA (GW)

Wildland Firefighters under Pay Plan GW

Including Special Base Rates at Grades GS-1 through GS-15 and

Incorporating the 1.7% General Schedule Increase and a Locality Payment of 36.47%

For the Locality Pay Area of Los Angeles-Long Beach, CA

Total Increase: 2.17%

Effective March 23, 2025

Hourly Basic (B) Rates by Grade and Step

Hourly Title 5 Overtime (O) Rates for FLSA-Exempt Employees by Grade and Step

Grade	B/O	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step
1	B	20.76	21.46	22.15	22.84	23.53	23.93	24.61	25.30	25.33	25.97
	O	31.14	32.19	33.23	34.26	35.30	35.90	36.92	37.95	38.00	38.96
2	B	22.85	23.40	24.15	24.79	25.07	25.81	26.55	27.28	28.02	28.76
	O	34.28	35.10	36.23	37.19	37.61	38.72	39.83	40.92	42.03	43.14
3	B	24.40	25.21	26.02	26.84	27.65	28.46	29.27	30.09	30.90	31.71
	O	36.60	37.82	39.03	40.26	41.48	42.69	43.91	45.14	46.35	47.57
4	B	26.78	27.68	28.57	29.46	30.36	31.25	32.14	33.03	33.93	34.82

Grade	B/O	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step
5	O	40.17	41.52	42.86	44.19	45.54	46.88	48.21	49.55	50.90	52.23
	B	29.29	30.26	31.24	32.22	33.19	34.17	35.14	36.12	37.10	38.07
	O	43.94	45.39	46.86	48.33	49.79	51.26	52.71	54.18	55.65	57.11
6	B	31.90	32.96	34.02	35.08	36.15	37.21	38.27	39.34	40.40	41.46
	O	47.85	49.44	51.03	52.62	54.23	55.82	57.41	59.01	60.60	62.19
7	B	34.61	35.76	36.91	38.07	39.22	40.38	41.53	42.68	43.84	44.99
	O	51.92	53.64	55.37	57.11	58.83	60.57	62.30	64.02	64.85	64.85
8	B	37.40	38.64	39.89	41.14	42.38	43.63	44.88	46.13	47.37	48.62
	O	56.10	57.96	59.84	61.71	63.57	64.85	64.85	64.85	64.85	64.85
9	B	40.28	41.62	42.97	44.31	45.65	46.99	48.34	49.68	51.02	52.37
	O	60.42	62.43	64.46	64.85	64.85	64.85	64.85	64.85	64.85	64.85
10	B	43.23	44.67	46.11	47.55	48.99	50.44	51.88	53.32	54.76	56.20
	O	64.85	64.85	64.85	64.85	64.85	64.85	64.85	64.85	64.85	64.85
11	B	46.26	47.80	49.34	50.88	52.43	53.97	55.51	57.05	58.59	60.13
	O	64.85	64.85	64.85	64.85	64.85	64.85	64.85	64.85	64.85	64.85
12	B	53.96	55.76	57.56	59.36	61.16	62.95	64.75	66.55	68.35	70.15
	O	64.85	64.85	64.85	64.85	64.85	64.85	64.85	66.55	68.35	70.15
13	B	62.40	64.48	66.56	68.64	70.72	72.80	74.88	76.96	79.04	81.12
	O	64.85	64.85	66.56	68.64	70.72	72.80	74.88	76.96	79.04	81.12
14	B	71.65	74.04	76.43	78.82	81.20	83.59	85.98	88.37	90.76	93.15
	O	71.65	74.04	76.43	78.82	81.20	83.59	85.98	88.37	90.76	93.15
15	B	83.05	85.82	88.59	91.36	93.53	93.53	93.53	93.53	93.53	93.53
	O	83.05	85.82	88.59	91.36	93.53	93.53	93.53	93.53	93.53	93.53

* Rate limited to the rate for level IV of the Executive Schedule (5 U.S.C. 5304 (g)(1)).

Note: These hourly locality rates apply to employees who meet the definition of "wildland firefighter" in 5 U.S.C. 5332a and receive special base rates under that section for service on or after March 23, 2025. Also, the wildland firefighter special base rate for GS-10, step 1, is used in computing the applicable title 5 overtime hourly rate cap under 5 U.S.C. 5542 and 5 CFR 550.113 for all FLSA-exempt wildland firefighters.

Related Information

- [Locality Pay Area Definitions](#)
- [Computation of Hourly Rates](#)
- [About OPM](#)
- [FOIA](#)
- [No FEAR Act](#)
- [Inspector General](#)
- [Privacy policy](#)
- [USA.gov](#)
- [Accessibility](#)
- [Feedback](#)

EXHIBIT 7

JUDICIARY SALARY PLAN
Washington-Baltimore-Arlington, DC-MD-VA-WV-PA - Table DCB
33.94% Locality Payment Included
Effective January 13, 2025

Grade	1	2	3	4	5	6	7	8	9	10
1	\$29,949	\$30,954	\$31,949	\$32,941	\$33,935	\$34,516	\$35,502	\$36,495	\$36,535	\$37,463
2	\$33,675	\$34,476	\$35,592	\$36,535	\$36,945	\$38,031	\$39,117	\$40,203	\$41,290	\$42,376
3	\$36,745	\$37,969	\$39,194	\$40,418	\$41,642	\$42,866	\$44,090	\$45,315	\$46,539	\$47,763
4	\$41,247	\$42,622	\$43,998	\$45,374	\$46,749	\$48,125	\$49,500	\$50,876	\$52,251	\$53,627
5	\$46,148	\$47,685	\$49,223	\$50,761	\$52,298	\$53,836	\$55,373	\$56,911	\$58,449	\$59,986
6	\$51,442	\$53,157	\$54,871	\$56,586	\$58,300	\$60,014	\$61,729	\$63,443	\$65,158	\$66,872
7	\$57,164	\$59,070	\$60,976	\$62,882	\$64,788	\$66,694	\$68,600	\$70,506	\$72,412	\$74,318
8	\$63,307	\$65,418	\$67,529	\$69,639	\$71,750	\$73,861	\$75,972	\$78,083	\$80,194	\$82,305
9	\$69,923	\$72,254	\$74,584	\$76,915	\$79,246	\$81,576	\$83,907	\$86,237	\$88,568	\$90,898
10	\$77,001	\$79,567	\$82,133	\$84,700	\$87,266	\$89,832	\$92,399	\$94,965	\$97,531	\$100,097
11	\$84,601	\$87,420	\$90,239	\$93,059	\$95,878	\$98,698	\$101,517	\$104,337	\$107,156	\$109,975
12	\$101,401	\$104,781	\$108,162	\$111,543	\$114,923	\$118,304	\$121,684	\$125,065	\$128,446	\$131,826
13	\$120,579	\$124,599	\$128,619	\$132,638	\$136,658	\$140,677	\$144,697	\$148,716	\$152,736	\$156,755
14	\$142,488	\$147,238	\$151,987	\$156,737	\$161,486	\$166,236	\$170,985	\$175,735	\$180,484	\$185,234
15	\$167,603	\$173,190	\$178,776	\$184,363	\$189,950	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **
16	\$196,568	\$203,120	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
17	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
18	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *

* Rate limited to the rate for Level III of the Executive Schedule.

** Rate limited to the rate for Level IV of the Executive Schedule.

EXHIBIT 8

Salary Table 2025-DCB
Incorporating the 1.7% General Schedule Increase and a Locality Payment of 33.94%
For the Locality Pay Area of Washington-Baltimore-Arlington, DC-MD-VA-WV-PA
Total Increase: 2.22%
Effective January 2025

Hourly Basic (B) Rates by Grade and Step
Hourly Title 5 Overtime (O) Rates for FLSA-Exempt Employees by Grade and Step

Grade	B/O	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	B	\$ 14.35	\$ 14.83	\$ 15.31	\$ 15.78	\$ 16.26	\$ 16.54	\$ 17.01	\$ 17.49	\$ 17.51	\$ 17.95
	O	21.53	22.25	22.97	23.67	24.39	24.81	25.52	26.24	26.27	26.93
2	B	16.14	16.52	17.05	17.51	17.70	18.22	18.74	19.26	19.78	20.30
	O	24.21	24.78	25.58	26.27	26.55	27.33	28.11	28.89	29.67	30.45
3	B	17.61	18.19	18.78	19.37	19.95	20.54	21.13	21.71	22.30	22.89
	O	26.42	27.29	28.17	29.06	29.93	30.81	31.70	32.57	33.45	34.34
4	B	19.76	20.42	21.08	21.74	22.40	23.06	23.72	24.38	25.04	25.70
	O	29.64	30.63	31.62	32.61	33.60	34.59	35.58	36.57	37.56	38.55
5	B	22.11	22.85	23.59	24.32	25.06	25.80	26.53	27.27	28.01	28.74
	O	33.17	34.28	35.39	36.48	37.59	38.70	39.80	40.91	42.02	43.11
6	B	24.65	25.47	26.29	27.11	27.93	28.76	29.58	30.40	31.22	32.04
	O	36.98	38.21	39.44	40.67	41.90	43.14	44.37	45.60	46.83	48.06
7	B	27.39	28.30	29.22	30.13	31.04	31.96	32.87	33.78	34.70	35.61
	O	41.09	42.45	43.83	45.20	46.56	47.94	49.31	50.67	52.05	53.42
8	B	30.33	31.35	32.36	33.37	34.38	35.39	36.40	37.41	38.43	39.44
	O	45.50	47.03	48.54	50.06	51.57	53.09	54.60	55.35	55.35	55.35
9	B	33.50	34.62	35.74	36.85	37.97	39.09	40.20	41.32	42.44	43.55
	O	50.25	51.93	53.61	55.28	55.35	55.35	55.35	55.35	55.35	55.35
10	B	36.90	38.13	39.35	40.58	41.81	43.04	44.27	45.50	46.73	47.96
	O	55.35	55.35	55.35	55.35	55.35	55.35	55.35	55.35	55.35	55.35
11	B	40.54	41.89	43.24	44.59	45.94	47.29	48.64	49.99	51.34	52.70
	O	55.35	55.35	55.35	55.35	55.35	55.35	55.35	55.35	55.35	55.35
12	B	48.59	50.21	51.83	53.45	55.07	56.69	58.31	59.93	61.55	63.17
	O	55.35	55.35	55.35	55.35	55.35	56.69	58.31	59.93	61.55	63.17
13	B	57.78	59.70	61.63	63.55	65.48	67.41	69.33	71.26	73.18	75.11
	O	57.78	59.70	61.63	63.55	65.48	67.41	69.33	71.26	73.18	75.11
14	B	68.27	70.55	72.83	75.10	77.38	79.65	81.93	84.20	86.48	88.76
	O	68.27	70.55	72.83	75.10	77.38	79.65	81.93	84.20	86.48	88.76
15	B	80.31	82.99	85.66	88.34	91.02	93.53	93.53	93.53	93.53	93.53
	O	80.31	82.99	85.66	88.34	91.02	93.53	93.53	93.53	93.53	93.53

* Rate limited to the rate for level IV of the Executive Schedule (5 U.S.C. 5304 (g)(1)).

Applicable locations are shown on the 2025 Locality Pay Area Definitions page:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2025/locality-pay-area-definitions/>

EXHIBIT 9



[OPM.gov](https://www.opm.gov) / [Policy](#) / [Pay & Leave](#) / Salaries & Wages

LOCALITY PAY AREA DEFINITIONS

The locality pay area definitions on this page are consistent with the locality pay area definitions in 5 CFR 531.603 and are the authoritative and up-to-date geographic area definitions for use in the locality pay program for this year. Conflicting information from other sources should not be relied upon if it differs from the content presented on this page or in the official regulatory definitions.

2025 Locality Pay Area Definitions

The [President's Pay Agent](#) geographically defines locality pay areas after considering recommendations from the [Federal Salary Council](#). The geographic definitions of locality pay areas for calendar year 2025 are listed below and will be the same as in calendar year 2024. These locality pay areas were geographically defined using [criteria](#) consistently applied for all locations throughout the country.

Most of the locations listed below are counties. The Federal Information Processing Standards (FIPS) geographic codes consist of a two-digit State and three-digit county identifier. These geographic codes are derived from the [Worldwide Geographic Location Codes](#), 1993. The only exceptions to the use of State/county codes in the locations listed below are –

- State codes are used for the Alaska and Hawaii locality pay areas, and
- State, city, and county codes are listed for three duty stations representing Joint Base McGuire-Dix-Lakehurst in the New York-Newark, NY-NJ-CT-PA, locality pay area.

Note: Section 1911 of P.L. 111-84, the Non-Foreign Area Retirement Equity Assurance Act of 2009, phased in locality pay for employees in the non-foreign areas as identified in 5 C.F.R. 591.205. Alaska and Hawaii are separate locality pay areas with separate pay tables. Other non-foreign areas are included as part of the Rest of U.S. locality pay area.

- [Alaska](#)
- [Albany-Schenectady, NY-MA](#)
- [Albuquerque-Santa Fe-Las Vegas, NM](#)
- [Atlanta--Athens-Clarke County--Sandy Springs, GA-AL](#)
- [Austin-Round Rock-Georgetown, TX](#)
- [Birmingham-Hoover-Talladega, AL](#)
- [Boston-Worcester-Providence, MA-RI-NH-CT-ME-VT](#)
- [Buffalo-Cheektowaga-Olean, NY](#)
- [Burlington-South Burlington-Barre, VT](#)
- [Charlotte-Concord, NC-SC](#)
- [Chicago-Naperville, IL-IN-WI](#)

- [Cincinnati-Wilmington-Maysville, OH-KY-IN](#)
- [Cleveland-Akron-Canton, OH-PA](#)
- [Colorado Springs, CO](#)
- [Columbus-Marion-Zanesville, OH](#)
- [Corpus Christi-Kingsville-Alice, TX](#)
- [Dallas-Fort Worth, TX-OK](#)
- [Davenport-Moline, IA-IL](#)
- [Dayton-Springfield-Kettering, OH](#)
- [Denver-Aurora, CO](#)
- [Des Moines-Ames-West Des Moines, IA](#)
- [Detroit-Warren-Ann Arbor, MI](#)
- [Fresno-Madera-Hanford, CA](#)
- [Harrisburg-Lebanon, PA](#)
- [Hartford-East Hartford, CT-MA](#)
- [Hawaii](#)
- [Houston-The Woodlands, TX](#)
- [Huntsville-Decatur, AL-TN](#)
- [Indianapolis-Carmel-Muncie, IN](#)
- [Kansas City-Overland Park-Kansas City, MO-KS](#)
- [Laredo, TX](#)
- [Las Vegas-Henderson, NV-AZ](#)
- [Los Angeles-Long Beach, CA](#)
- [Miami-Port St. Lucie-Fort Lauderdale, FL](#)
- [Milwaukee-Racine-Waukesha, WI](#)
- [Minneapolis-St. Paul, MN-WI](#)
- [New York-Newark, NY-NJ-CT-PA](#)
- [Omaha-Council Bluffs-Fremont, NE-IA](#)
- [Palm Bay-Melbourne-Titusville, FL](#)
- [Philadelphia-Reading-Camden, PA-NJ-DE-MD](#)
- [Phoenix-Mesa, AZ](#)
- [Pittsburgh-New Castle-Weirton, PA-OH-WV](#)
- [Portland-Vancouver-Salem, OR-WA](#)
- [Raleigh-Durham-Cary, NC](#)
- [Reno-Fernley, NV](#)
- [Richmond, VA](#)
- [Rochester-Batavia-Seneca Falls, NY](#)
- [Sacramento-Roseville, CA-NV](#)
- [San Antonio-New Braunfels-Pearsall, TX](#)
- [San Diego-Chula Vista-Carlsbad, CA](#)
- [San Jose-San Francisco-Oakland, CA](#)
- [Seattle-Tacoma, WA](#)
- [Spokane-Spokane Valley-Coeur d'Alene, WA-ID](#)
- [St. Louis-St. Charles-Farmington, MO-IL](#)
- [Tucson-Nogales, AZ](#)
- [Virginia Beach-Norfolk, VA-NC](#)
- [Washington-Baltimore-Arlington, DC-MD-VA-WV-PA](#)
- [Rest of U.S.](#)

Alaska

Place Name	FIPS
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State of Alaska	02
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Albany-Schenectady, NY-MA

New York

Place Name	FIPS
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Albany County, NY	36001
Columbia County, NY	36021
Fulton County, NY	36035
Greene County, NY	36039
Hamilton County, NY	36041
Montgomery County, NY	36057
Rensselaer County, NY	36083
Saratoga County, NY	36091
Schenectady County, NY	36093
Schoharie County, NY	36095
Warren County, NY	36113
Washington County, NY	36115

Massachusetts

Place Name	FIPS
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Berkshire County, MA	25003
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Albuquerque-Santa Fe-Las Vegas, NM

New Mexico

Place Name	FIPS
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Bernalillo County, NM	35001
Cibola County, NM	35006
Los Alamos County, NM	35028
McKinley County, NM	35031

Place Name	FIPS
Mora County, NM	35033
Rio Arriba County, NM	35039
Sandoval County, NM	35043
San Miguel County, NM	35047
Santa Fe County, NM	35049
Torrance County, NM	35057
Valencia County, NM	35061

Atlanta--Athens-Clarke County--Sandy Springs, GA-AL

Georgia

Place Name	FIPS
Banks County, GA	13011
Barrow County, GA	13013
Bartow County, GA	13015
Butts County, GA	13035
Carroll County, GA	13045
Chattahoochee County, GA	13053
Cherokee County, GA	13057
Clarke County, GA	13059
Clayton County, GA	13063
Cobb County, GA	13067
Coweta County, GA	13077
Dawson County, GA	13085
DeKalb County, GA	13089
Douglas County, GA	13097
Elbert County, GA	13105
Fayette County, GA	13113
Floyd County, GA	13115
Forsyth County, GA	13117
Franklin County, GA	13119
Fulton County, GA	13121
Gilmer County, GA	13123
Gordon County, GA	13129
Greene County, GA	13133
Gwinnett County, GA	13135

Place Name	FIPS
Habersham County, GA	13137
Hall County, GA	13139
Haralson County, GA	13143
Harris County, GA	13145
Heard County, GA	13149
Henry County, GA	13151
Jackson County, GA	13157
Jasper County, GA	13159
Lamar County, GA	13171
Lumpkin County, GA	13187
Madison County, GA	13195
Marion County, GA	13197
Meriwether County, GA	13199
Morgan County, GA	13211
Muscogee County, GA	13215
Newton County, GA	13217
Oconee County, GA	13219
Oglethorpe County, GA	13221
Paulding County, GA	13223
Pickens County, GA	13227
Pike County, GA	13231
Polk County, GA	13233
Putnam County, GA	13237
Rabun County, GA	13241
Rockdale County, GA	13247
Spalding County, GA	13255
Stephens County, GA	13257
Stewart County, GA	13259
Talbot County, GA	13263
Taliaferro County, GA	13265
Troup County, GA	13285
Upson County, GA	13293
Walton County, GA	13297
White County, GA	13311

Alabama

Place Name	FIPS
Chambers County, AL	01017
Cherokee County, AL	01019
Cleburne County, AL	01029
Lee County, AL	01081
Randolph County, AL	01111
Russell County, AL	01113

Austin-Round Rock-Georgetown, TX

Texas

Place Name	FIPS
Bastrop County, TX	48021
Blanco County, TX	48031
Burnet County, TX	48053
Caldwell County, TX	48055
Hays County, TX	48209
Lee County, TX	48287
Milam County, TX	48331
Travis County, TX	48453
Williamson County, TX	48491

Birmingham-Hoover-Talladega, AL

Alabama

Place Name	FIPS
Bibb County, AL	01007
Blount County, AL	01009
Calhoun County, AL	01015
Chilton County, AL	01021
Clay County, AL	01027
Coosa County, AL	01037
Cullman County, AL	01043
Etowah County, AL	01055
Greene County, AL	01063

Place Name	FIPS
Hale County, AL	01065
Jefferson County, AL	01073
Pickens County, AL	01107
St. Clair County, AL	01115
Shelby County, AL	01117
Talladega County, AL	01121
Tallapoosa County, AL	01123
Tuscaloosa County, AL	01125
Walker County, AL	01127
Winston County, AL	01133

Boston-Worcester-Providence, MA-RI-NH-CT-ME-VT

Massachusetts

Place Name	FIPS
Barnstable County, MA	25001
Bristol County, MA	25005
Dukes County, MA	25007
Essex County, MA	25009
Middlesex County, MA	25017
Nantucket County, MA	25019
Norfolk County, MA	25021
Plymouth County, MA	25023
Suffolk County, MA	25025
Worcester County, MA	25027

Rhode Island

Place Name	FIPS
Bristol County, RI	44001
Kent County, RI	44003
Newport County, RI	44005
Providence County, RI	44007
Washington County, RI	44009

New Hampshire

Place Name**FIPS**

Belknap County, NH	33001
Carroll County, NH	33003
Cheshire County, NH	33005
Grafton County, NH	33009
Hillsborough County, NH	33011
Merrimack County, NH	33013
Rockingham County, NH	33015
Strafford County, NH	33017
Sullivan County, NH	33019

Connecticut**Place Name****FIPS**

Windham County, CT	09015
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Maine**Place Name****FIPS**

Androscoggin County, ME	23001
Cumberland County, ME	23005
Sagadahoc County, ME	23023
York County, ME	23031

Vermont**Place Name****FIPS**

Orange County, VT	50017
Windsor County, VT	50027

Buffalo-Cheektowaga-Olean, NY**New York****Place Name****FIPS**

Allegany County, NY	36003
Cattaraugus County, NY	36009

Place Name	FIPS
Erie County, NY	36029
Niagara County, NY	36063
Wyoming County, NY	36121

Burlington-South Burlington-Barre, VT

Vermont

Place Name	FIPS
Addison County, VT	50001
Chittenden County, VT	50007
Franklin County, VT	50011
Grand Isle County, VT	50013
Lamoille County, VT	50015
Washington County, VT	50023

Charlotte-Concord, NC-SC

North Carolina

Place Name	FIPS
Alexander County, NC	37003
Anson County, NC	37007
Burke County, NC	37023
Cabarrus County, NC	37025
Caldwell County, NC	37027
Catawba County, NC	37035
Cleveland County, NC	37045
Gaston County, NC	37071
Iredell County, NC	37097
Lincoln County, NC	37109
Mecklenburg County, NC	37119
Rowan County, NC	37159
Stanly County, NC	37167
Union County, NC	37179

South Carolina

Place Name	FIPS
Chester County, SC	45023
Chesterfield County, SC	45025
Lancaster County, SC	45057
York County, SC	45091

Chicago-Naperville, IL-IN-WI

Illinois

Place Name	FIPS
Boone County, IL	17007
Bureau County, IL	17011
Cook County, IL	17031
DeKalb County, IL	17037
DuPage County, IL	17043
Grundy County, IL	17063
Iroquois County, IL	17075
Kane County, IL	17089
Kankakee County, IL	17091
Kendall County, IL	17093
Lake County, IL	17097
LaSalle County, IL	17099
McHenry County, IL	17111
Ogle County, IL	17141
Putnam County, IL	17155
Stephenson County, IL	17177
Will County, IL	17197
Winnebago County, IL	17201

Indiana

Place Name	FIPS
Jasper County, IN	18073
Lake County, IN	18089
LaPorte County, IN	18091
Newton County, IN	18111

Place Name**FIPS**

Porter County, IN	18127
Starke County, IN	18149

Wisconsin**Place Name****FIPS**

Kenosha County, WI	55059
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Cincinnati-Wilmington-Maysville, OH-KY-IN**Ohio****Place Name****FIPS**

Adams County, OH	39001
Brown County, OH	39015
Butler County, OH	39017
Clermont County, OH	39025
Clinton County, OH	39027
Hamilton County, OH	39061
Highland County, OH	39071
Warren County, OH	39165

Kentucky**Place Name****FIPS**

Boone County, KY	21015
Bracken County, KY	21023
Campbell County, KY	21037
Carroll County, KY	21041
Fleming County, KY	21069
Gallatin County, KY	21077
Grant County, KY	21081
Kenton County, KY	21117
Lewis County, KY	21135
Mason County, KY	21161
Owen County, KY	21187

Place Name	FIPS
Pendleton County, KY	21191
Robertson County, KY	21201

Indiana

Place Name	FIPS
Dearborn County, IN	18029
Franklin County, IN	18047
Ohio County, IN	18115
Ripley County, IN	18137
Switzerland County, IN	18155
Union County, IN	18161

Cleveland-Akron-Canton, OH-PA

Ohio

Place Name	FIPS
Ashland County, OH	39005
Ashtabula County, OH	39007
Carroll County, OH	39019
Columbiana County, OH	39029
Crawford County, OH	39033
Cuyahoga County, OH	39035
Erie County, OH	39043
Geauga County, OH	39055
Harrison County, OH	39067
Holmes County, OH	39075
Huron County, OH	39077
Lake County, OH	39085
Lorain County, OH	39093
Mahoning County, OH	39099
Medina County, OH	39103
Portage County, OH	39133
Richland County, OH	39139
Stark County, OH	39151
Summit County, OH	39153

Place Name**FIPS**

Trumbull County, OH	39155
Tuscarawas County, OH	39157
Wayne County, OH	39169

Pennsylvania**Place Name****FIPS**

Mercer County, PA	42085
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Colorado Springs, CO**Colorado****Place Name****FIPS**

El Paso County, CO	08041
Fremont County, CO	08043
Pueblo County, CO	08101
Teller County, CO	08119

Columbus-Marion-Zanesville, OH**Ohio****Place Name****FIPS**

Coshocton County, OH	39031
Delaware County, OH	39041
Fairfield County, OH	39045
Fayette County, OH	39047
Franklin County, OH	39049
Guernsey County, OH	39059
Hardin County, OH	39065
Hocking County, OH	39073
Knox County, OH	39083
Licking County, OH	39089
Logan County, OH	39091
Madison County, OH	39097

Place Name	FIPS
Marion County, OH	39101
Morgan County, OH	39115
Morrow County, OH	39117
Muskingum County, OH	39119
Noble County, OH	39121
Perry County, OH	39127
Pickaway County, OH	39129
Pike County, OH	39131
Ross County, OH	39141
Union County, OH	39159
Vinton County, OH	39163

Corpus Christi-Kingsville-Alice, TX

Texas

Place Name	FIPS
Aransas County, TX	48007
Brooks County, TX	48047
Duval County, TX	48131
Jim Wells County, TX	48249
Kenedy County, TX	48261
Kleberg County, TX	48273
Live Oak County, TX	48297
Nueces County, TX	48355
Refugio County, TX	48391
San Patricio County, TX	48409

Dallas-Fort Worth, TX-OK

Texas

Place Name	FIPS
Collin County, TX	48085
Cooke County, TX	48097
Dallas County, TX	48113

Place Name	FIPS
Delta County, TX	48119
Denton County, TX	48121
Ellis County, TX	48139
Fannin County, TX	48147
Grayson County, TX	48181
Henderson County, TX	48213
Hill County, TX	48217
Hood County, TX	48221
Hopkins County, TX	48223
Hunt County, TX	48231
Jack County, TX	48237
Johnson County, TX	48251
Kaufman County, TX	48257
Montague County, TX	48337
Navarro County, TX	48349
Palo Pinto County, TX	48363
Parker County, TX	48367
Rains County, TX	48379
Rockwall County, TX	48397
Somervell County, TX	48425
Tarrant County, TX	48439
Van Zandt County, TX	48467
Wise County, TX	48497

Oklahoma

Place Name	FIPS
Bryan County, OK	40013
Carter County, OK	40019
Love County, OK	40085

Davenport-Moline, IA-IL

Iowa

Place Name	FIPS
Cedar County, IA	19031

Place Name	FIPS
Clinton County, IA	19045
Jackson County, IA	19097
Louisa County, IA	19115
Muscatine County, IA	19139
Scott County, IA	19163

Illinois

Place Name	FIPS
Carroll County, IL	17015
Henry County, IL	17073
Lee County, IL	17103
Mercer County, IL	17131
Rock Island County, IL	17161
Whiteside County, IL	17195

Dayton-Springfield-Kettering, OH

Ohio

Place Name	FIPS
Allen County, OH	39003
Auglaize County, OH	39011
Champaign County, OH	39021
Clark County, OH	39023
Darke County, OH	39037
Greene County, OH	39057
Mercer County, OH	39107
Miami County, OH	39109
Montgomery County, OH	39113
Preble County, OH	39135
Shelby County, OH	39149
Van Wert County, OH	39161

Denver-Aurora, CO

Colorado

Place Name	FIPS
Adams County, CO	08001
Arapahoe County, CO	08005
Boulder County, CO	08013
Broomfield County, CO	08014
Clear Creek County, CO	08019
Denver County, CO	08031
Douglas County, CO	08035
Elbert County, CO	08039
Gilpin County, CO	08047
Jefferson County, CO	08059
Larimer County, CO	08069
Lincoln County, CO	08073
Park County, CO	08093
Weld County, CO	08123

Des Moines-Ames-West Des Moines, IA

Iowa

Place Name	FIPS
Adair County, IA	19001
Boone County, IA	19015
Clarke County, IA	19039
Dallas County, IA	19049
Greene County, IA	19073
Guthrie County, IA	19077
Hamilton County, IA	19079
Jasper County, IA	19099
Lucas County, IA	19117
Madison County, IA	19121
Mahaska County, IA	19123
Marion County, IA	19125
Monroe County, IA	19135
Polk County, IA	19153
Poweshiek County, IA	19157
Story County, IA	19169

Place Name**FIPS**

Warren County, IA

19181

Detroit-Warren-Ann Arbor, MI**Michigan****Place Name****FIPS**

Clinton County, MI

26037

Eaton County, MI

26045

Genesee County, MI

26049

Huron County, MI

26063

Ingham County, MI

26065

Jackson County, MI

26075

Lapeer County, MI

26087

Lenawee County, MI

26091

Livingston County, MI

26093

Macomb County, MI

26099

Monroe County, MI

26115

Oakland County, MI

26125

St. Clair County, MI

26147

Sanilac County, MI

26151

Shiawassee County, MI

26155

Tuscola County, MI

26157

Washtenaw County, MI

26161

Wayne County, MI

26163

Fresno-Madera-Hanford, CA**California****Place Name****FIPS**

Fresno County, CA

06019

Kings County, CA

06031

Madera County, CA

06039

Mariposa County, CA

06043

Tulare County, CA

06107

Harrisburg-Lebanon, PA

Pennsylvania

Place Name	FIPS
Cumberland County, PA	42041
Dauphin County, PA	42043
Juniata County, PA	42067
Lancaster County, PA	42071
Lebanon County, PA	42075
Perry County, PA	42099

Hartford-East Hartford, CT-MA

Connecticut

Place Name	FIPS
Hartford County, CT	09003
Middlesex County, CT	09007
New London County, CT	09011
Tolland County, CT	09013

Massachusetts

Place Name	FIPS
Franklin County, MA	25011
Hampden County, MA	25013
Hampshire County, MA	25015

Hawaii

Hawaii

Place Name	FIPS
State of Hawaii	15

Houston-The Woodlands, TX

Texas

Place Name	FIPS
Austin County, TX	48015
Brazoria County, TX	48039
Chambers County, TX	48071
Colorado County, TX	48089
Fort Bend County, TX	48157
Galveston County, TX	48167
Grimes County, TX	48185
Harris County, TX	48201
Jackson County, TX	48239
Liberty County, TX	48291
Madison County, TX	48313
Matagorda County, TX	48321
Montgomery County, TX	48339
San Jacinto County, TX	48407
Trinity County, TX	48455
Walker County, TX	48471
Waller County, TX	48473
Washington County, TX	48477
Wharton County, TX	48481

Huntsville-Decatur, AL-TN

Alabama

Place Name	FIPS
Colbert County, AL	01033
DeKalb County, AL	01049
Lauderdale County, AL	01077
Lawrence County, AL	01079
Limestone County, AL	01083
Madison County, AL	01089
Marshall County, AL	01095
Morgan County, AL	01103

Tennessee

Place Name**FIPS**

Lincoln County, TN

47103

Indianapolis-Carmel-Muncie, IN**Indiana****Place Name****FIPS**

Bartholomew County, IN

18005

Benton County, IN

18007

Blackford County, IN

18009

Boone County, IN

18011

Brown County, IN

18013

Carroll County, IN

18015

Clinton County, IN

18023

Decatur County, IN

18031

Delaware County, IN

18035

Fayette County, IN

18041

Fountain County, IN

18045

Grant County, IN

18053

Hamilton County, IN

18057

Hancock County, IN

18059

Hendricks County, IN

18063

Henry County, IN

18065

Jackson County, IN

18071

Jennings County, IN

18079

Johnson County, IN

18081

Lawrence County, IN

18093

Madison County, IN

18095

Marion County, IN

18097

Monroe County, IN

18105

Montgomery County, IN

18107

Morgan County, IN

18109

Owen County, IN

18119

Putnam County, IN

18133

Randolph County, IN

18135

Rush County, IN

18139

Shelby County, IN

18145

Place Name	FIPS
Tippecanoe County, IN	18157
Tipton County, IN	18159
Warren County, IN	18171
Wayne County, IN	18177

Kansas City-Overland Park-Kansas City, MO-KS

Missouri

Place Name	FIPS
Andrew County, MO	29003
Bates County, MO	29013
Buchanan County, MO	29021
Caldwell County, MO	29025
Carroll County, MO	29033
Cass County, MO	29037
Clay County, MO	29047
Clinton County, MO	29049
Daviess County, MO	29061
DeKalb County, MO	29063
Gentry County, MO	29075
Henry County, MO	29083
Holt County, MO	29087
Jackson County, MO	29095
Johnson County, MO	29101
Lafayette County, MO	29107
Platte County, MO	29165
Ray County, MO	29177

Kansas

Place Name	FIPS
Anderson County, KS	20003
Atchison County, KS	20005
Doniphan County, KS	20043
Douglas County, KS	20045
Franklin County, KS	20059

Place Name	FIPS
Jackson County, KS	20085
Jefferson County, KS	20087
Johnson County, KS	20091
Leavenworth County, KS	20103
Linn County, KS	20107
Miami County, KS	20121
Osage County, KS	20139
Shawnee County, KS	20177
Wabaunsee County, KS	20197
Wyandotte County, KS	20209

Laredo, TX

Texas

Place Name	FIPS
Jim Hogg County, TX	48247
La Salle County, TX	48283
Webb County, TX	48479

Las Vegas-Henderson, NV-AZ

Nevada

Place Name	FIPS
Clark County, NV	32003
Nye County, NV	32023

Arizona

Place Name	FIPS
Mohave County, AZ	04015

Los Angeles-Long Beach, CA

California

Place Name	FIPS
Imperial County, CA	06025
Kern County, CA	06029
Los Angeles County, CA	06037
Orange County, CA	06059
Riverside County, CA	06065
San Bernardino County, CA	06071
San Luis Obispo County, CA	06079
Santa Barbara County, CA	06083
Ventura County, CA	06111

Miami-Port St. Lucie-Fort Lauderdale, FL

Florida

Place Name	FIPS
Broward County, FL	12011
Indian River County, FL	12061
Martin County, FL	12085
Miami-Dade County, FL	12086
Monroe County, FL	12087
Okeechobee County, FL	12093
Palm Beach County, FL	12099
St. Lucie County, FL	12111

Milwaukee-Racine-Waukesha, WI

Wisconsin

Place Name	FIPS
Dodge County, WI	55027
Fond du Lac County, WI	55039
Jefferson County, WI	55055
Milwaukee County, WI	55079
Ozaukee County, WI	55089
Racine County, WI	55101

Place Name	FIPS
Sheboygan County, WI	55117
Walworth County, WI	55127
Washington County, WI	55131
Waukesha County, WI	55133

Minneapolis-St. Paul, MN-WI

Minnesota

Place Name	FIPS
Anoka County, MN	27003
Benton County, MN	27009
Blue Earth County, MN	27013
Brown County, MN	27015
Carver County, MN	27019
Chisago County, MN	27025
Dakota County, MN	27037
Dodge County, MN	27039
Fillmore County, MN	27045
Goodhue County, MN	27049
Hennepin County, MN	27053
Isanti County, MN	27059
Kanabec County, MN	27065
Le Sueur County, MN	27079
McLeod County, MN	27085
Meeker County, MN	27093
Mille Lacs County, MN	27095
Morrison County, MN	27097
Mower County, MN	27099
Nicollet County, MN	27103
Olmsted County, MN	27109
Pine County, MN	27115
Ramsey County, MN	27123
Rice County, MN	27131
Scott County, MN	27139
Sherburne County, MN	27141
Sibley County, MN	27143

Place Name**FIPS**

Stearns County, MN	27145
Steele County, MN	27147
Wabasha County, MN	27157
Waseca County, MN	27161
Washington County, MN	27163
Wright County, MN	27171

Wisconsin**Place Name****FIPS**

Pierce County, WI	55093
Polk County, WI	55095
St. Croix County, WI	55109

New York-Newark, NY-NJ-CT-PA**New York****Place Name****FIPS**

Bronx County, NY	36005
Dutchess County, NY	36027
Kings County, NY	36047
Nassau County, NY	36059
New York County, NY	36061
Orange County, NY	36071
Putnam County, NY	36079
Queens County, NY	36081
Richmond County, NY	36085
Rockland County, NY	36087
Suffolk County, NY	36103
Sullivan County, NY	36105
Ulster County, NY	36111
Westchester County, NY	36119

New Jersey

Place Name	FIPS
Bergen County, NJ	34003
Essex County, NJ	34013
Fort Dix, NJ	341052005
Hudson County, NJ	34017
Hunterdon County, NJ	34019
Joint Base McGuire-Dix-Lakehurst	341530005
McGuire Air Force Base, NJ	341778005
Mercer County, NJ	34021
Middlesex County, NJ	34023
Monmouth County, NJ	34025
Morris County, NJ	34027
Ocean County, NJ	34029
Passaic County, NJ	34031
Somerset County, NJ	34035
Sussex County, NJ	34037
Union County, NJ	34039
Warren County, NJ	34041

Connecticut

Place Name	FIPS
Fairfield County, CT	09001
Litchfield County, CT	09005
New Haven County, CT	09009

Pennsylvania

Place Name	FIPS
Carbon County, PA	42025
Lehigh County, PA	42077
Monroe County, PA	42089
Northampton County, PA	42095
Pike County, PA	42103
Wayne County, PA	42127

Omaha-Council Bluffs-Fremont, NE-IA

Nebraska

Place Name	FIPS
Burt County, NE	31021
Cass County, NE	31025
Dodge County, NE	31053
Douglas County, NE	31055
Sarpy County, NE	31153
Saunders County, NE	31155
Washington County, NE	31177

Iowa

Place Name	FIPS
Fremont County, IA	19071
Harrison County, IA	19085
Mills County, IA	19129
Pottawattamie County, IA	19155
Shelby County, IA	19165

Palm Bay-Melbourne-Titusville, FL

Florida

Place Name	FIPS
Brevard County, FL	12009

Philadelphia-Reading-Camden, PA-NJ-DE-MD

Pennsylvania

Place Name	FIPS
Berks County, PA	42011
Bucks County, PA	42017
Chester County, PA	42029
Delaware County, PA	42045
Montgomery County, PA	42091
Philadelphia County, PA	42101

Place Name**FIPS**

Schuylkill County, PA	42107
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New Jersey**Place Name****FIPS**

Atlantic County, NJ	34001
Burlington County, NJ	34005
Camden County, NJ	34007
Cape May County, NJ	34009
Cumberland County, NJ	34011
Gloucester County, NJ	34015
Salem County, NJ	34033

Delaware**Place Name****FIPS**

Kent County, DE	10001
New Castle County, DE	10003
Sussex County, DE	10005

Maryland**Place Name****FIPS**

Cecil County, MD	24015
Somerset County, MD	24039
Wicomico County, MD	24045
Worcester County, MD	24047

Phoenix-Mesa, AZ**Arizona****Place Name****FIPS**

Gila County, AZ	04007
Maricopa County, AZ	04013
Pinal County, AZ	04021

Pittsburgh-New Castle-Weirton, PA-OH-WV

Pennsylvania

Place Name	FIPS
Allegheny County, PA	42003
Armstrong County, PA	42005
Beaver County, PA	42007
Butler County, PA	42019
Cambria County, PA	42021
Fayette County, PA	42051
Greene County, PA	42059
Indiana County, PA	42063
Lawrence County, PA	42073
Somerset County, PA	42111
Washington County, PA	42125
Westmoreland County, PA	42129

Ohio

Place Name	FIPS
Belmont County, OH	39013
Jefferson County, OH	39081

West Virginia

Place Name	FIPS
Brooke County, WV	54009
Hancock County, WV	54029
Marshall County, WV	54051
Ohio County, WV	54069

Portland-Vancouver-Salem, OR-WA

Oregon

Place Name	FIPS
Benton County, OR	41003

Place Name	FIPS
Clackamas County, OR	41005
Columbia County, OR	41009
Linn County, OR	41043
Marion County, OR	41047
Multnomah County, OR	41051
Polk County, OR	41053
Washington County, OR	41067
Yamhill County, OR	41071

Washington

Place Name	FIPS
Clark County, WA	53011
Cowlitz County, WA	53015
Skamania County, WA	53059
Wahkiakum County, WA	53069

Raleigh-Durham-Cary, NC

North Carolina

Place Name	FIPS
Caswell County, NC	37033
Chatham County, NC	37037
Cumberland County, NC	37051
Durham County, NC	37063
Edgecombe County, NC	37065
Franklin County, NC	37069
Granville County, NC	37077
Halifax County, NC	37083
Harnett County, NC	37085
Hoke County, NC	37093
Johnston County, NC	37101
Lee County, NC	37105
Moore County, NC	37125
Nash County, NC	37127
Northampton County, NC	37131

Place Name	FIPS
Orange County, NC	37135
Person County, NC	37145
Robeson County, NC	37155
Scotland County, NC	37165
Vance County, NC	37181
Wake County, NC	37183
Warren County, NC	37185
Wayne County, NC	37191
Wilson County, NC	37195

Reno-Fernley, NV

Nevada

Place Name	FIPS
Churchill County, NV	32001
Lyon County, NV	32019
Storey County, NV	32029
Washoe County, NV	32031

Richmond, VA

Virginia

Place Name	FIPS
Amelia County, VA	51007
Brunswick County, VA	51025
Charles City County, VA	51036
Chesterfield County, VA	51041
Cumberland County, VA	51049
Dinwiddie County, VA	51053
Essex County, VA	51057
Goochland County, VA	51075
Greensville County, VA	51081
Hanover County, VA	51085
Henrico County, VA	51087

Place Name	FIPS
King and Queen County, VA	51097
King William County, VA	51101
Louisa County, VA	51109
New Kent County, VA	51127
Nottoway County, VA	51135
Powhatan County, VA	51145
Prince George County, VA	51149
Sussex County, VA	51183
Colonial Heights city, VA	51570
Emporia city, VA	51595
Hopewell city, VA	51670
Petersburg city, VA	51730
Richmond city, VA	51760

Rochester-Batavia-Seneca Falls, NY

New York

Place Name	FIPS
Genesee County, NY	36037
Livingston County, NY	36051
Monroe County, NY	36055
Ontario County, NY	36069
Orleans County, NY	36073
Seneca County, NY	36099
Wayne County, NY	36117
Yates County, NY	36123

Sacramento-Roseville, CA-NV

California

Place Name	FIPS
Alpine County, CA	06003
Amador County, CA	06005
Butte County, CA	06007

Place Name	FIPS
Colusa County, CA	06011
El Dorado County, CA	06017
Nevada County, CA	06057
Placer County, CA	06061
Sacramento County, CA	06067
Sierra County, CA	06091
Sutter County, CA	06101
Yolo County, CA	06113
Yuba County, CA	06115

Nevada

Place Name	FIPS
Douglas County, NV	32005
Carson City, NV	32510

San Antonio-New Braunfels-Pearsall, TX

Texas

Place Name	FIPS
Atascosa County, TX	48013
Bandera County, TX	48019
Bexar County, TX	48029
Comal County, TX	48091
Frio County, TX	48163
Gillespie County, TX	48171
Gonzales County, TX	48177
Guadalupe County, TX	48187
Karnes County, TX	48255
Kendall County, TX	48259
Kerr County, TX	48265
McMullen County, TX	48311
Medina County, TX	48325
Wilson County, TX	48493

San Diego-Chula Vista-Carlsbad, CA

California

Place Name	FIPS
San Diego County, CA	06073

San Jose-San Francisco-Oakland, CA

California

Place Name	FIPS
Alameda County, CA	06001
Calaveras County, CA	06009
Contra Costa County, CA	06013
Marin County, CA	06041
Merced County, CA	06047
Monterey County, CA	06053
Napa County, CA	06055
San Benito County, CA	06069
San Francisco County, CA	06075
San Joaquin County, CA	06077
San Mateo County, CA	06081
Santa Clara County, CA	06085
Santa Cruz County, CA	06087
Solano County, CA	06095
Sonoma County, CA	06097
Stanislaus County, CA	06099

Seattle-Tacoma, WA

Washington

Place Name	FIPS
Clallam County, WA	53009
Grays Harbor County, WA	53027
Island County, WA	53029
Jefferson County, WA	53031

Place Name	FIPS
King County, WA	53033
Kitsap County, WA	53035
Lewis County, WA	53041
Mason County, WA	53045
Pacific County, WA	53049
Pierce County, WA	53053
San Juan County, WA	53055
Skagit County, WA	53057
Snohomish County, WA	53061
Thurston County, WA	53067
Whatcom County, WA	53073

Spokane-Spokane Valley-Coeur d'Alene, WA-ID

Washington

Place Name	FIPS
Ferry County, WA	53019
Lincoln County, WA	53043
Pend Oreille County, WA	53051
Spokane County, WA	53063
Stevens County, WA	53065

Idaho

Place Name	FIPS
Benewah County, ID	16009
Kootenai County, ID	16055
Shoshone County, ID	16079

St. Louis-St. Charles-Farmington, MO-IL

Missouri

Place Name	FIPS
Crawford County, MO	29055

Place Name	FIPS
Franklin County, MO	29071
Gasconade County, MO	29073
Iron County, MO	29093
Jefferson County, MO	29099
Lincoln County, MO	29113
Madison County, MO	29123
Montgomery County, MO	29139
Pike County, MO	29163
St. Charles County, MO	29183
Ste. Genevieve County, MO	29186
St. Francois County, MO	29187
St. Louis County, MO	29189
Warren County, MO	29219
Washington County, MO	29221
St. Louis city, MO	29510

Illinois

Place Name	FIPS
Bond County, IL	17005
Calhoun County, IL	17013
Clinton County, IL	17027
Fayette County, IL	17051
Greene County, IL	17061
Jersey County, IL	17083
Macoupin County, IL	17117
Madison County, IL	17119
Marion County, IL	17121
Monroe County, IL	17133
Montgomery County, IL	17135
Randolph County, IL	17157
St. Clair County, IL	17163
Washington County, IL	17189

Tucson-Nogales, AZ

Arizona

Place Name	FIPS
Cochise County, AZ	04003
Pima County, AZ	04019
Santa Cruz County, AZ	04023

Virginia Beach-Norfolk, VA-NC

Virginia

Place Name	FIPS
Gloucester County, VA	51073
Isle of Wight County, VA	51093
James City County, VA	51095
Mathews County, VA	51115
Middlesex County, VA	51119
Southampton County, VA	51175
Surry County, VA	51181
York County, VA	51199
Chesapeake city, VA	51550
Franklin city, VA	51620
Hampton city, VA	51650
Newport News city, VA	51700
Norfolk city, VA	51710
Poquoson city, VA	51735
Portsmouth city, VA	51740
Suffolk city, VA	51800
Virginia Beach city, VA	51810
Williamsburg city, VA	51830

North Carolina

Place Name	FIPS
Camden County, NC	37029
Chowan County, NC	37041
Currituck County, NC	37053
Dare County, NC	37055
Gates County, NC	37073
Hertford County, NC	37091

Place Name	FIPS
Pasquotank County, NC	37139
Perquimans County, NC	37143
Tyrrell County, NC	37177

Washington-Baltimore-Arlington, DC-MD-VA-WV-PA

District of Columbia

Place Name	FIPS
District of Columbia, DC	11001

Maryland

Place Name	FIPS
Allegany County, MD	24001
Anne Arundel County, MD	24003
Baltimore County, MD	24005
Calvert County, MD	24009
Caroline County, MD	24011
Carroll County, MD	24013
Charles County, MD	24017
Dorchester County, MD	24019
Frederick County, MD	24021
Harford County, MD	24025
Howard County, MD	24027
Kent County, MD	24029
Montgomery County, MD	24031
Prince George's County, MD	24033
Queen Anne's County, MD	24035
St. Mary's County, MD	24037
Talbot County, MD	24041
Washington County, MD	24043
Baltimore city, MD	24510

Virginia

Place Name	FIPS
Arlington County, VA	51013
Caroline County, VA	51033
Clarke County, VA	51043
Culpeper County, VA	51047
Fairfax County, VA	51059
Fauquier County, VA	51061
Frederick County, VA	51069
King George County, VA	51099
Loudoun County, VA	51107
Madison County, VA	51113
Orange County, VA	51137
Prince William County, VA	51153
Rappahannock County, VA	51157
Shenandoah County, VA	51171
Spotsylvania County, VA	51177
Stafford County, VA	51179
Warren County, VA	51187
Westmoreland County, VA	51193
Alexandria city, VA	51510
Fairfax city, VA	51600
Falls Church city, VA	51610
Fredericksburg city, VA	51630
Manassas city, VA	51683
Manassas Park city, VA	51685
Winchester city, VA	51840

West Virginia

Place Name	FIPS
Berkeley County, WV	54003
Hampshire County, WV	54027
Hardy County, WV	54031
Jefferson County, WV	54037
Mineral County, WV	54057
Morgan County, WV	54065

Pennsylvania

Place Name**FIPS**

Adams County, PA	42001
Franklin County, PA	42055
Fulton County, PA	42057
York County, PA	42133

Rest of U.S.**Place Name****FIPS**

Those portions of the United States and its territories and possessions (nonforeign areas), not located within another locality pay area

EXHIBIT 10