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as an individual and on behalf of all employees
similarly situated

Additional counsel on next page

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

KARINA A. SANTOYO, as an individual
and on behalf of all employees similarly
situated,

Plaintiff,

v.

A P R CONSULTING, INC., a California
Corporation; LIBERTY UTILITIES (PARK
WATER) CORP., a California Corporation;
LIBERTY UTILITIES (APPLE VALLEY
RANCHOS WATER) CORP., a California
Corporation; LIBERTY UTILITIES
(CALPECO ELECTRIC) LLC, a California
LLC; and DOES 1 through 50, inclusive,
Defendants.

Case No. 24STCV04117

[Assigned for all purposes to Hon. Carolyn B.
Kuhl, Dept. 12]

PAGA SETTLEMENT AGREEMENT

Complaint Filed: February 20, 2024
Trial: None Yet Set

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Liberty Utilities (Apple Valley Ranchos Water) Corp., and
Liberty Utilities (CalPeco Electric) LLC*

1 **PAGA SETTLEMENT AGREEMENT**

2 This PAGA Settlement Agreement (“Agreement” or “Settlement”) is made by and
3 between Plaintiff KARINA A. SANTOYO (“Plaintiff”) and Defendants APR CONSULTING,
4 INC. (“Defendant APR”), LIBERTY UTILITIES (PARK WATER) CORP., LIBERTY
5 UTILITIES (APPLE VALLEY RANCHOS WATER) CORP., and LIBERTY UTILITIES
6 (CALPECO ELECTRIC) LLC (“Defendants Liberty”) (hereinafter “Defendants”). The
7 Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

8 **1. DEFINITIONS.**

9 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations
10 against Defendants captioned *Santoyo v. A P R Consulting, Inc., et al.*, Case N 24STCV04117,
11 initiated on February 20, 2024 and pending in Superior Court of the State of California, County
12 of Los Angeles.

13 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed
14 to appoint to administer the Settlement.

15 1.3. “Administration Expenses Payment” means the amount the Administrator will be
16 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
17 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
18 with approval of this Settlement.

19 1.4. “Aggrieved Employee” means non-exempt or hourly employees of Defendants
20 Liberty who worked in California during the PAGA period and non-exempt or hourly
21 employees placed to work for Defendants Liberty in California during the PAGA Period
22 including from Defendant APR.

23 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in
24 Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address,
25 Social Security number, and number of PAGA Pay Periods including from Defendant APR.

26 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and
27 search for current Aggrieved Employee mailing addresses using all reasonably available sources,

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

3 1.7. "Court" means the Superior Court of California, County of Los Angeles.

4 1.8. "Defense Counsel" means FISHER & PHILLIPS LLP on behalf of Defendants
5 Liberty and PAYNE & FEARS LLP on behalf of Defendant APR.

6 1.9. "Effective Date" means the date by which both of the following have occurred: (a)
7 the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment
8 is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court
9 enters Judgment if no objections are filed to this settlement or if all objections are withdrawn
10 prior to the Court ruling on them; or (b) sixty-one (61) days after the date of entry of the
11 settlement approval order if objections are filed and overruled and no appeal is taken from the
12 order approving the settlement; or (c) if a timely appeal is made, ten (10) business days after the
13 final resolution of that appeal if the appeal is rejected, the settlement is upheld, and the
14 settlement approval order is no longer subject to further judicial review..

15 1.10. "Gross Settlement Amount" means \$190,000.00 which is the total amount
16 Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. The
17 Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA
18 Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the
19 Administrator's Expenses Payment. In addition to Gross Settlement Amount Defendants will pay
20 \$10,000 to Plaintiff in lieu of arbitrating Plaintiff's individual claims and in consideration for
21 representing Aggrieved Employees and for a general release of all Plaintiff's claims beyond
22 PAGA claims released in this action in accordance with a separate individual settlement and
23 release agreement entered between the Parties. Of the Gross Settlement Amount, plus the
24 individual settlement payment, the Liberty Defendants shall contribute One Hundred Eighty-
25 Five Thousand Dollars and Zero Cents (\$185,000.00), and APR shall contribute Five Thousand
26 Dollars and Zero Cents (\$5,000.00).

1.11. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.12. "Judgment" means the judgment entered by the Court based upon the Final Approval.

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: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16. "PAGA Counsel" means TUNYAN LAW, APC and THE SENTINEL FIRM, APC.

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

1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.19. "PAGA Period" means the period from February 19, 2023 through the date of entry of order for approval of the Settlement by the Court or February 7, 2025, whichever is earlier.

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

1.21. "PAGA Notice" means Plaintiff's February 19, 2024 and June 25, 2024 letters to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a). attached to this Agreement as **Exhibit A**.

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

1.23. "Plaintiff" means KARINA A. SANTOYO, the named plaintiff in the Action.

1.24. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.25. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.26. "Released Parties" means: Defendants Liberty and Defendant APR, and all their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, sectors, affiliates, divisions, predecessors, successors, assigns, joint venturers, and all companies, employee leasing companies, staffing companies, professional employer organizations or payroll processing vendors that Defendants Liberty and/or Defendant APR utilized during the PAGA Period and that have provided Aggrieved Employees to work for or be assigned to work for the Defendants Liberty during the PAGA Period.

2. RECITALS.

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

2.2 On February 20, 2024, Plaintiff commenced this Action by filing a class action complaint alleging seven causes of action against Defendant APR and Defendant LIBERTY UTILITIES (PARK WATER) CORP. Plaintiff's complaint sought damages, on her behalf and on behalf of a class of all non-exempt or hourly employees, for the following alleged violations of the California Labor Code: (1) failure to pay all wages (Labor Code sections 204, 510, 1194, 1198); (2) failure to provide meal periods (Labor Code sections 226.7 and 512); (3) failure to provide rest breaks (Labor Code section 226.7); (4) failure to keep accurate itemized wage

1 statements (Labor Code section 226); (5) failure to pay wages upon termination of employment
2 (Labor Code sections 201–203, 227.3); (6) failure to reimburse for necessary expenditures
3 (Labor Code sections 2802); (7) unfair business practices (Business and Professions Code
4 sections 17200 *et seq.*).

5 2.3. On April 25, 2024, Plaintiff filed her First Amended Complaint which added a
6 cause of action for civil penalties pursuant to the PAGA based on the same Labor Code
7 violations alleged in the Complaint. On June 20, 2024, Plaintiff filed DOE amendments to her
8 First Amended Complaint adding Defendants LIBERTY UTILITIES (APPLE VALLEY
9 RANCHOS WATER) CORP. and LIBERTY UTILITIES (CALPECO ELECTRIC) LLC to this
10 action.

11 2.4. On October 8, 2024, the Court granted Plaintiff's application to dismiss
12 Plaintiff's class claims against Defendants without prejudice leaving only the eight causes of
13 action under PAGA and Plaintiff's individual claims one through seven (the "Operative
14 Complaint"). Defendants deny the allegations in the Operative Complaint and PAGA Notices,
15 deny any failure to comply with the laws identified in the Operative Complaint and PAGA
16 Notices, and deny any and all liability (including for the causes of action alleged). In lieu of
17 arbitrating Plaintiff's individual claims and litigating PAGA non-individual representative
18 claims, the Parties agreed to mediate Plaintiff's individual claims and PAGA claims within the
19 scope of the Operative Complaint and PAGA Notices.

20 2.5. On December 9, 2024, the Parties participated in an all-day mediation presided over
21 by Kevin T. Barnes, Esq., which led to this Agreement to settle the Action.

22 2.6. Prior to mediation, Plaintiff obtained, through informal discovery, employee and
23 payroll data, policy documents, and additional information regarding Defendants' non-exempt,
24 hourly employees in California, which Plaintiff's Counsel reviewed and analyzed.

25 2.7. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware
26 of any other pending matter or action asserting claims that will be extinguished or affected by the
27 Settlement.

1 **3. MONETARY TERMS.**

2 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraphs 1.10 and 8,
3 Defendants promises to pay One Hundred Ninety Thousand Dollars (\$190,000.00) and no more
4 as the Gross Settlement Amount (utilizing the allocation as set forth in Paragraph 1.10 of this
5 Agreement). Defendants have no obligation to pay the Gross Settlement Amount prior to the
6 deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire
7 Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim
8 as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

9 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
10 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
11 the Court in the Final Approval:

12 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33
13 1/3% which is currently estimated to be \$63,333.33 and PAGA Counsel Litigation Expenses
14 Payment of not more than \$23,000. Defendants will not oppose requests for Court approval of
15 these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel
16 will file a motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment
17 with the motion for approval of the Settlement. If the Court approves a PAGA Counsel Fees
18 Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested,
19 the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties
20 shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim
21 to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses
22 Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel
23 Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full
24 responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA
25 Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies
26 Defendants, from any dispute or controversy regarding any division or sharing of any of these
27 Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$10,000 except for showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$10,000, the Administrator will retain the remainder to the Net Settlement Amount. ILYM Group, Inc. has been selected as the Administrator, based upon its “not to exceed” bid of \$5,450.00.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.3.1. 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 Period Pay Periods. Aggrieved Employees (and not Defendants or Released Parties) assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records, Defendants estimates there are 342 Aggrieved Employees who worked a total **12,073** of PAGA Pay Periods from February 19, 2023 through November 19, 2024 for Defendants Liberty. APR employees worked approximately 478 of the 12,073 pay periods, Liberty employees worked approximately 10,992 pay periods and the remaining 603 pay periods were worked by employees placed by other staffing agencies.

4.2. Aggrieved Employee Data. Within ten (10) days after the Effective Date, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee’ privacy rights, the Administrator

1 must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data
2 only for purposes of this Settlement and for no other purpose, and restrict access to the
3 Aggrieved Employee Data to Administrator employees who need access to the Aggrieved
4 Employee Data to perform their duties as delineated within this Agreement. Defendants have a
5 continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved
6 Employee Data omitted employee identifying information and to provide corrected or updated
7 Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline
8 by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties
9 and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise
10 resolve any issues related to missing or omitted Aggrieved Employee Data.

11 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross
12 Settlement Amount by transmitting the funds to the Administrator no later than fifteen (15) days
13 after the Effective Date.

14 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after
15 Defendants funds the Gross Settlement Amount, the Administrator will mail checks for all
16 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment,
17 the PAGA Counsel Fees Payment, and the PAGA Counsel Expenses Payment. Disbursement of
18 the PAGA Counsel Fees Payment and Counsel Litigation Expenses Payment shall not precede
19 disbursement of Individual PAGA Payments.

20 4.4.1. The Administrator will issue checks for the Individual PAGA Payments
21 and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid along with
22 the Notice of PAGA Representative Action Settlement (attached hereto as **Exhibit B**). The face
23 of each check shall prominently state the date (180 days after the date of mailing) when the
24 check will be voided. The Administrator will cancel all checks not cashed by the void date.
25 Before mailing any checks, the Settlement Administrator must update the recipients' mailing
26 addresses using the National Change of Address Database.

1 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search
2 for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding
3 address. Within 7 days of receiving a returned check the Administrator must re-mail checks to
4 the USPS forwarding address provided or to an address ascertained through the Aggrieved
5 Employee Address Search. The Administrator need not take further steps to deliver checks to
6 Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator
7 shall promptly send a replacement check to any Aggrieved Employee whose original check was
8 lost or misplaced, requested by the Aggrieved Employee prior to the void date.

9 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is
10 uncashed and cancelled after the void date, the Administrator shall transmit the funds represented
11 by such checks to the California Controller's Unclaimed Property Fund in the name of the
12 Aggrieved Employee.

13 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants
14 to confer any additional benefits or make any additional payments to the Aggrieved Employees
15 (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

16 **5. RELEASES OF CLAIMS.**

17 Effective on the date when Defendants fully funds the entire Gross Settlement Amount
18 and Plaintiff's general release payment pursuant to the separate agreement entered between the
19 Parties. Plaintiff, PAGA Counsel, the State of California will release claims against all Released
20 Parties as follows:

21 **5.1 Plaintiff's Release.**

22 5.1.1 Scope of Plaintiff's Release. Plaintiff and her respective former and present
23 spouses, representatives, agents, attorneys (including PAGA Counsel), heirs,
24 administrators, successors, and assigns generally, release and discharge Released
25 Parties from all claims, transactions, or occurrences that occurred during the
26 PAGA Period, including, but not limited to: (a) all claims that were, or reasonably
27 could have been, alleged, based on the facts contained in the Operative Complaint

1 and the PAGA Notice ("Plaintiff's Release"). Pursuant to the individual
2 settlement and release agreement Plaintiff also provides a general release of all
3 claims as defined in a separate individual settlement and release agreement.
4 Plaintiff's Release does not does apply to: (i) claims or actions to enforce PAGA
5 Settlement Agreement; (ii) claims premised upon vested rights Plaintiff may have
6 under Defendants' ERISA-covered employee benefit plans; and (iii) claims that
7 controlling law clearly states may not be released by private settlement, such as
8 claims for unemployment benefits, state-sponsored disability benefits, social
9 security benefits, or workers' compensation benefits. With the exception of
10 Plaintiff, who will execute an individual settlement agreement which includes a
11 general release of all claims, this settlement shall not impact Aggrieved
12 Employees' ability to assert claims other than the PAGA claims being released by
13 this Settlement.

14 5.1.2 Plaintiff's Waiver of Rights Under California Civil Code § 1542. For
15 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
16 provisions, rights, and benefits, if any, of Section 1542 of the California Civil
17 Code, which reads:

18 **A general release does not extend to claims that the creditor or**
19 **releasing party does not know or suspect to exist in his or her**
20 **favor at the time of executing the release, and that if known by**
21 **him or her would have materially affected his or her settlement**
22 **with the debtor or Released Party.**

23 5.2 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release,
24 on behalf of themselves and their respective former and present representatives, agents,
25 attorneys, heirs, administrators, successors, and assigns, Defendants and the Released Parties
26 from all claims for PAGA penalties Plaintiff and/or the Aggrieved Employees had, or may claim
27 to have, against Defendants and Released Parties, arising out of the violations alleged in the
28 Operative Complaint or the PAGA Notices submitted in connection with the Action, including
failure pay all wages and hours worked, failure to provide meal periods, failure to provide rest

breaks, failure to provide accurate itemized wage statements, failure to maintain accurate records, waiting time penalties, failure to reimburse necessary business expenditures, and failure to timely pay wages (i.e., Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and 2802) (the “Released Claims”). This release is limited to claims arising during the PAGA Period.

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

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

Plaintiff agrees to file a motion for approval of this Settlement by or before the deadline set by the Court (i.e., March 28, 2025).

6.1. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel’s firm attesting to their timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA

counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the motion for approval of this Settlement no later than twenty (20) 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 Preliminary Approval to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

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

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

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

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendants estimates that, as of November 19, 2024, there are 342 Aggrieved Employees who worked 12,073 Pay Periods from February 19, 2023 through November 19, 2024. The settlement as negotiated contemplates a PAGA Pay Period count through February 7, 2025 or the date the Court signs an Order approving the PAGA settlement, whichever is earlier. If the number of actual PAGA pay periods during the PAGA period exceeds 10% of the estimated pay periods (i.e., exceeds 13,280 pay periods), Defendants shall increase the Gross Settlement Amount by a pro-rata dollar value equal to the number of pay periods in excess of 13,280 pay periods. For example, if there is a 1% increase over 10% then the GSA increases by 1%. APR and the Liberty Defendants will each contribute on a pro rata basis between them based on their increase in pay periods, if any.

9. CONTINUING JURISDICTION OF THE COURT.

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

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

1 motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to
2 perform under this Agreement will be suspended until such time as the appeal is finally resolved
3 and the Judgment becomes final, except as to matters that do not affect the amount of the Net
4 Settlement Amount.

5 **10. ADDITIONAL PROVISIONS.**

6 10.1. No Admission of Liability or Representative Manageability for Other Purposes.

7 This Agreement represents a compromise and settlement of highly disputed claims. Nothing in
8 this Agreement is intended or should be construed as an admission by Defendants that any of the
9 allegations in the Operative Complaint have merit or that Defendants have any liability for any
10 claims asserted; nor should it be intended or construed as an admission by Plaintiff that
11 Defendants' defenses in the Action have merit. The Parties agree that representative treatment is
12 for purposes of this Settlement only. If, for any reason the Court does not approve this
13 Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff
14 reserves the right to contest Defendants' defenses. The Settlement, this Agreement and Parties'
15 willingness to settle the Action will have no bearing on, and will not be admissible in connection
16 with, any litigation (except for proceedings to enforce or effectuate the Settlement and this
17 Agreement).

18 10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this
19 Agreement together with its attached exhibits shall constitute the entire agreement between the
20 Parties relating to the Settlement, superseding any and all oral representations, warranties,
21 covenants, or inducements made to or by any Party.

22 10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant
23 and represent that they are authorized by Plaintiff and Defendants, respectively, to take all
24 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
25 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
26 terms of this Agreement including any amendments to this Agreement.

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

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

10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants, Released Parties, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

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

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

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

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

1 10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders
2 entered during Action and in this Agreement relating to the confidentiality of information shall
3 survive the execution of this Agreement.

4 10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA
5 Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data
6 provided to PAGA Counsel by Defendants in connection with the mediation, other settlement
7 negotiations, or in connection with the Settlement, may be used only with respect to this
8 Settlement, and no other purpose, and may not be used in any way that violates any existing
9 contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator
10 discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and
11 electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the
12 Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA
13 Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

14 10.13. Headings. The descriptive heading of any section or paragraph of this Agreement
15 is inserted for convenience of reference only and does not constitute a part of this Agreement.

16 10.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
17 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
18 weekend or federal legal holiday, such date or deadline shall be on the first business day
19 thereafter.

20 10.15. Notice. All notices, demands or other communications between the Parties in
21 connection with this Agreement will be in writing and deemed to have been duly given as of the
22 third business day after mailing by United States mail, or the day sent by email or messenger,
23 addressed as follows:

24 To Plaintiff:
25 Lilit Tunyan
ltunyan@tunyanlaw.com
26 Artur Tunyan
atunyan@tunyanlaw.com
27 TUNYAN LAW, APC

535 N Brand Blvd. Suite 285
Glendale, California 91203
Telephone: (323) 410-5050

Seung Yang
seung.yang@thesentinel-firm.com
Tiffany Hyun
tiffany.hyun@thesentinel-firm.com
THE SENTINEL FIRM, APC
355 S. Grand Ave., Suite 1450
Los Angeles, California 90071
Telephone: (213) 985-1150
Facsimile: (213) 985-2155

To Defendants:
Amy R. Patton
arp@paynefears.com
Ryan Kilpatrick
rlk@paynefears.com
PAYNE&FEARS LLP
4 Park Plaza, Suite 1100
Irvine, CA 92614
Telephone: (949) 851-1100
Facsimile: (949) 851-1212

Lonnie Giamela
lgiamela@fisherphillips.com
Harrison M. Thorne
hthorne@fisherphillips.com
FISHER & PHILLIPS LLP
444 South Flower Street, Suite 1500
Los Angeles, California 90071
Telephone: (213) 330-4500
Facsimile: (213) 330-4501

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

1 10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement
2 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties
3 further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to
4 extend the date to bring a case to trial under CCP section 583.310 for the entire period of this
5 settlement process.

6
7 The Parties hereby execute this Agreement.

8 **PLAINTIFF KARINA A. SANTOYO**

9 By: _____
Karina A. Santoyo
10 Date: _____

11 **DEFENDANT A P R CONSULTING, INC.**

12 By: _____
Aaron Stone
13 Chief Operating Officer
14 Date: _____

15 **DEFENDANT LIBERTY UTILITIES (PARK WATER) CORP.**

16 By: Sharon Yang
Name: Sharon Yang
17 Title Secretary
18 Date: 02/13/2025

19 **DEFENDANT LIBERTY UTILITIES (APPLE VALLEY RANCHOS**
20 **WATER) CORP.**

21 By: Sharon Yang
Name: Sharon Yang
22 Title Secretary
23 Date: 02/13/2025

24 **DEFENDANT LIBERTY UTILITIES (CALPECO ELECTRIC) LLC**

25 By: Crystal L Greene
Name: Crystal L Greene
26 Title Secretary/Treasurer
27 Date: 2/24/25

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2 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties
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5 settlement process.

6
7 The Parties hereby execute this Agreement.

8 **PLAINTIFF KARINA A. SANTOYO**

9 By: _____
Karina A. Santoyo
10 Date: _____

11 **DEFENDANT A P R CONSULTING, INC.**

12 By: Aaron Stone
Aaron Stone (Feb 13, 2025 13:39 PST)
Aaron Stone
13 Chief Operating Officer
14 Date: 13/02/2025

15 **DEFENDANT LIBERTY UTILITIES (PARK WATER) CORP.**

16 By: _____
17 Name: _____
Title _____
18 Date: _____

19 **DEFENDANT LIBERTY UTILITIES (APPLE VALLEY RANCHOS**
20 **WATER) CORP.**

21 By: _____
22 Name: _____
Title _____
23 Date: _____

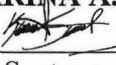
24 **DEFENDANT LIBERTY UTILITIES (CALPECO ELECTRIC) LLC**

25 By: _____
26 Name: _____
Title _____
27 Date: _____

1 10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement
2 the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties
3 further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to
4 extend the date to bring a case to trial under CCP section 583.310 for the entire period of this
5 settlement process.

6
7 The Parties hereby execute this Agreement.

8 **PLAINTIFF KARINA A. SANTOYO**

9 By: 
10 Karina A. Santoyo
11 Date: 02 / 12 / 2025

12 **DEFENDANT A P R CONSULTING, INC.**

13 By: _____
14 Aaron Stone
15 Chief Operating Officer
16 Date: _____

17 **DEFENDANT LIBERTY UTILITIES (PARK WATER) CORP.**

18 By: _____
19 Name: _____
20 Title _____
21 Date: _____

22 **DEFENDANT LIBERTY UTILITIES (APPLE VALLEY RANCHOS
23 WATER) CORP.**

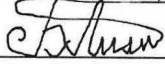
24 By: _____
25 Name: _____
26 Title _____
27 Date: _____

28 **DEFENDANT LIBERTY UTILITIES (CALPECO ELECTRIC) LLC**

By: _____
Name: _____
Title _____
Date: _____

1 SUBMITTED BY:

2 TUNYAN LAW, APC

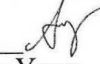
3 By: 

4 Lilit Tunyan
Artur Tunyan

5 Attorneys for Plaintiff Karina A. Santoyo

6 Date: 02 / 12 / 2025

7 THE SENTINEL FIRM, APC

8 By: 

9 Seung Yang
Tiffany Hyun

10 Attorneys for Plaintiff Karina A. Santoyo

11 Date: 02 / 12 / 2025

12 FISHER & PHILLIPS LLP

13 By: _____

14 Lonnie Giamela
Harrison M. Thorne

15 Attorneys for Defendants Liberty Utilities (Park Water)
16 Corp., Liberty Utilities (Apple Valley Ranchos Water)
17 Corp., Liberty Utilities (CalPeco Electric) LLC

18 Date: _____

19 PAYNE & FEARS LLP

20 By: _____

21 Amy R. Patton
22 Ryan Kilpatrick

23 Attorneys for Defendant A P R Consulting, Inc.

24 Date: _____

25 4927-8570-7802.1

SUBMITTED BY:

TUNYAN LAW, APC

By: _____
Lilit Tunyan
Artur Tunyan

Attorneys for Plaintiff Karina A. Santoyo

Date: _____

THE SENTINEL FIRM, APC

By: _____
Seung Yang
Tiffany Hyun

Attorneys for Plaintiff Karina A. Santoyo

Date: _____

FISHER & PHILLIPS LLP

By: _____
Lonnie Giamela
Harrison M. Thorne

Attorneys for Defendants Liberty Utilities (Park Water)
Corp., Liberty Utilities (Apple Valley Ranchos Water)
Corp., Liberty Utilities (CalPeco Electric) LLC

Date: _____

PAYNE & FEARS LLP

By: *Amy Patton* _____
Amy R. Patton
Ryan Kilpatrick

Attorneys for Defendant A P R Consulting, Inc.

Date: 13/02/2025

4927-8570-7802.1

1 SUBMITTED BY:

2 TUNYAN LAW, APC

3 By: _____

4 Lilit Tunyan

Artur Tunyan

5 Attorneys for Plaintiff Karina A. Santoyo

6 Date: _____

7 THE SENTINEL FIRM, APC

8 By: _____

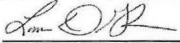
9 Seung Yang

Tiffany Hyun

10 Attorneys for Plaintiff Karina A. Santoyo

11 Date: _____

12 FISHER & PHILLIPS LLP

13 By:  _____

14 Lonnie Giamela

Harrison M. Thorne

15 Attorneys for Defendants Liberty Utilities (Park Water)

16 Corp., Liberty Utilities (Apple Valley Ranchos Water)

17 Corp., Liberty Utilities (CalPeco Electric) LLC

18 Date: 3/5/2025

19 PAYNE & FEARS LLP

20 By: _____

21 Amy R. Patton

Ryan Kilpatrick

22 Attorneys for Defendant A P R Consulting, Inc.

23 Date: _____

24 4927-8570-7802.1

Exhibit “A”



TUNYAN LAW

535 N Brand Blvd. Suite 285
Glendale, CA 91203
Tel: (323) 410-5050
ltunyan@tunyanlaw.com

February 19, 2024

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGAFilings@dir.ca.gov

VIA CERTIFIED MAIL

Return Receipt Requested

Erlinda Reyes Stone
Agent for Service of Process for
A P R Consulting, Inc.
1370 Valley Vista Drive, Suite 280
Diamond Bar, CA 91765

VIA CERTIFIED MAIL

Return Receipt Requested

Liberty Utilities (Park Water) Corp.
9750 Washburn Road
Downey, CA 90241

VIA CERTIFIED MAIL

Return Receipt Requested

CT Corporation System
Registered Corporate 1505 Agent
Agent for Service of Process for
Liberty Utilities (Park Water) Corp.
Registered Corporate 1505 Agent
330 N. Brand Boulevard, Suite 700
Glendale, CA 91203

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

Re: Santoyo v. A P R Consulting, Inc. et al.

To Whom It May Concern:

Please be advised that The Sentinel Firm, APC has been retained by Karina A. Santoyo ("Plaintiff") to pursue a Labor Code Private Attorney General Act (PAGA) representative action

(Cal. Lab. Code §§ 2699, *et seq.*) against her former employers A P R Consulting, Inc. and Liberty Utilities (Park Water) Corp. (“Defendants”). Pursuant to the joint prosecution and fee sharing agreement entered between Tunyan Law, APC and The Sentinel Firm, APC and Plaintiff’s written consent to joint prosecution and fee sharing agreement, Tunyan Law, APC and The Sentinel Firm, APC will be jointly prosecuting Plaintiff’s action against Defendants. The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which Plaintiff alleges Defendants engaged in with respect to Plaintiff and all of Defendants’ aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of herself as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendants in California as an hourly paid, non-exempt employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiff and the Aggrieved Employees of Defendants suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff’s Employment with Defendants

Defendants own and operate an industry, business, and establishment within the State of California, including Los Angeles County. As such, Defendants are subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission (“IWC”).

Plaintiff worked for Defendants as a customer service employee from approximately August 2023 through January 12, 2024, primarily in Los Angeles County. Defendants classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendants, Plaintiff typically worked 4-5 days per week and over 9 hours each workday.

Throughout Plaintiff’s employment, Defendants committed numerous labor code violations under state law. As discussed below, Plaintiff’s experience working for Defendants was typical and illustrative.

Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. “Hours worked” is 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.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory time period, Defendants maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees for all hours worked. Defendants maintained a policy and practice of requiring Plaintiff and the Aggrieved Employees to perform work “off-the-clock”. During the statutory period Defendants regularly required Plaintiff and the Aggrieved Employees to wait several minutes to log in to a computer to clock it to work without compensation. Defendants also regularly required Plaintiff and the Aggrieved Employees to download and use an application on their personal cell phones to download and send their weekly timecards after the end of their shifts off-the-clock without compensation. In maintaining a practice of not paying all wages owed, Defendants failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked. In doing so, Defendants also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendants wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Plaintiff and the Aggrieved Employees would often times miss their meal periods or take late or interrupted meal periods. However, they were instructed to fill in the meal period time in weekly timesheets regardless they were taken or not, and Defendants auto deducted meal periods from Plaintiff's and the Aggrieved Employees' pay. Accordingly, Defendants' policy and practice was to not

provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendants, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Plaintiff and the Aggrieved Employees would often times miss their rest periods or take late or interrupted rest periods. Accordingly, Defendants' policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Maintain Accurate Records of Hours Worked

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendants, however, failed to maintain accurate records of hours worked and meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendants' failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred as a direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendants wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants without reimbursement. Plaintiff and the Aggrieved Employees were required to purchase additional uniform as the uniform provided by Defendants was not enough without reimbursement. Plaintiff and the Aggrieved Employees were also required to purchase office supplies including but not limited to calculators necessary to perform work without reimbursement. Plaintiff and the Aggrieved Employees were also required to use their personal

cell phones to download an application and use it to complete and send their weekly timesheets. They also used their personal cell phones for verification in order to be able to clock in and out from work on the website. Defendants did not reimburse for personal cell phone usage. Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendants, and Defendants has failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (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.

Within the applicable statute of limitations, the employment of Plaintiff and many Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants failed, and continues to fail to pay to Plaintiff and the Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ. These unpaid wages include wages for unpaid work time, missed meal periods, and missed rest periods.

Defendants' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all

deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. Lab. Code § 226(e)(2)(B)(iii).

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is 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) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” Lab. Code § 226(e)(1).

Defendants intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly list gross wages earned, the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendants violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendants the greater of their actual damages caused by Defendants’ failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendants also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and

10th day of the following month. Lab. Code § 204(a). The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. Lab. Code § 204(d).

Throughout the statute of limitations period applicable to this cause of action, employees were also entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendants systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods not authorized and permitted by Defendants, and all wages for all hours worked. As a result, Defendants owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendants violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages and overtime wages;
2. Labor Code § 226.7, 512 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
5. Labor Code § 2802 by failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements;
8. Labor Code § 204 by failing to pay all earned wages two times per month.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 558, 1174.5, 1197.1, 2802, 2699(f)(2).

Plaintiff has placed Defendants on notice by mailing a certified copy of this correspondence to its corporate address and address of the agent for service as indicated on the first page.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional compensation owed or losses incurred by Plaintiff or by any other aggrieved employee of Defendants or any additional facts, Plaintiff expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Lilit Tunyan", with a stylized flourish at the end.

Lilit Tunyan, Esq.
TUNYAN LAW, APC



TUNYAN LAW

535 N Brand Blvd. Suite 285
Glendale, CA 91203
Tel: (323) 410-5050
ltunyan@tunyanlaw.com

June 25, 2024

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGAFilings@dir.ca.gov

VIA MAIL

Erlinda Reyes Stone
Agent for Service of Process for
A P R Consulting, Inc.
1370 Valley Vista Drive, Suite 280
Diamond Bar, CA 91765

VIA MAIL

Liberty Utilities (Park Water) Corp.
9750 Washburn Road
Downey, CA 90241

VIA MAIL

Liberty Utilities (Apple Valley Ranchos Water)
Corp.
21760 Ottawa Road
Apple Valley, CA 92308

VIA MAIL

Liberty Utilities (Calpeco Electric) LLC
701 National Avenue
Tahoe Vista, CA 96148

VIA MAIL

CT Corporation System
Agent for Service of Process for
Liberty Utilities (Park Water) Corp.
Liberty Utilities (Apple Valley Ranchos Water)
Corp.
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**AMEDNED NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

Re: Santoyo v. A P R Consulting, Inc. et al.

To Whom It May Concern:

Please be advised that The Sentinel Firm, APC has been retained by Karina A. Santoyo
("Plaintiff") to pursue a Labor Code Private Attorney General Act (PAGA) representative action

(Cal. Lab. Code §§ 2699, *et seq.*) against her former employers A P R Consulting, Inc., Liberty Utilities (Park Water) Corp., Liberty Utilities (Apple Valley Ranchos Water) Corp., Liberty Utilities (Calpeco Electric) LLC (“Defendants”). Pursuant to the joint prosecution and fee sharing agreement entered between Tunyan Law, APC and The Sentinel Firm, APC and Plaintiff’s written consent to joint prosecution and fee sharing agreement, Tunyan Law, APC and The Sentinel Firm, APC will be jointly prosecuting Plaintiff’s action against Defendants. The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which Plaintiff alleges Defendants engaged in with respect to Plaintiff and all of Defendants’ aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of herself as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendants in California as an hourly paid, non-exempt employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiff and the Aggrieved Employees of Defendants suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff’s Employment with Defendants

Defendants own and operate an industry, business, and establishment within the State of California, including Los Angeles County. As such, Defendants are subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission (“IWC”).

Plaintiff worked for Defendants as a customer service employee from approximately August 2023 through January 12, 2024, primarily in Los Angeles County. Defendants classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendants, Plaintiff typically worked 4-5 days per week and over 9 hours each workday.

Throughout Plaintiff’s employment, Defendants committed numerous labor code violations under state law. As discussed below, Plaintiff’s experience working for Defendants was typical and illustrative.

Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. “Hours worked” is 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.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory time period, Defendants maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees for all hours worked. Defendants maintained a policy and practice of requiring Plaintiff and the Aggrieved Employees to perform work “off-the-clock”. During the statutory period Defendants regularly required Plaintiff and the Aggrieved Employees to wait several minutes to log in to a computer to clock it to work without compensation. Defendants also regularly required Plaintiff and the Aggrieved Employees to download and use an application on their personal cell phones to download and send their weekly timecards after the end of their shifts off-the-clock without compensation. In maintaining a practice of not paying all wages owed, Defendants failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked. In doing so, Defendants also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendants wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Plaintiff and the Aggrieved Employees would often times miss their meal periods or take late or interrupted meal periods. However, they were instructed to fill in the meal period time in weekly timesheets regardless they were taken or not, and Defendants auto deducted meal periods from Plaintiff’s and the Aggrieved Employees’ pay. Accordingly, Defendants’ policy and practice was to not

provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendants, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Plaintiff and the Aggrieved Employees would often times miss their rest periods or take late or interrupted rest periods. Accordingly, Defendants' policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Maintain Accurate Records of Hours Worked

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendants, however, failed to maintain accurate records of hours worked and meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendants' failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred as a direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendants wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants without reimbursement. Plaintiff and the Aggrieved Employees were required to purchase additional uniform as the uniform provided by Defendants was not enough without reimbursement. Plaintiff and the Aggrieved Employees were also required to purchase office supplies including but not limited to calculators necessary to perform work without reimbursement. Plaintiff and the Aggrieved Employees were also required to use their personal

cell phones to download an application and use it to complete and send their weekly timesheets. They also used their personal cell phones for verification in order to be able to clock in and out from work on the website. Defendants did not reimburse for personal cell phone usage. Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendants, and Defendants has failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (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.

Within the applicable statute of limitations, the employment of Plaintiff and many Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants failed, and continues to fail to pay to Plaintiff and the Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ. These unpaid wages include wages for unpaid work time, missed meal periods, and missed rest periods.

Defendants' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all

deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. Lab. Code § 226(e)(2)(B)(iii).

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is 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) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” Lab. Code § 226(e)(1).

Defendants intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly list gross wages earned, the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendants violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendants the greater of their actual damages caused by Defendants’ failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendants also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and

10th day of the following month. Lab. Code § 204(a). The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. Lab. Code § 204(d).

Throughout the statute of limitations period applicable to this cause of action, employees were also entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendants systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods not authorized and permitted by Defendants, and all wages for all hours worked. As a result, Defendants owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendants violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages and overtime wages;
2. Labor Code § 226.7, 512 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
5. Labor Code § 2802 by failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements;
8. Labor Code § 204 by failing to pay all earned wages two times per month.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 558, 1174.5, 1197.1, 2802, 2699(f)(2).

Plaintiff has placed Defendants on notice by mailing a certified copy of this correspondence to its corporate address and address of the agent for service as indicated on the first page.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional compensation owed or losses incurred by Plaintiff or by any other aggrieved employee of Defendants or any additional facts, Plaintiff expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "L. Tunyan", with a stylized flourish at the end.

Lilit Tunyan, Esq.
TUNYAN LAW, APC

Exhibit “B”

[Mailing Date]

NOTICE OF SETTLEMENT

Name

Address

Santoyo v. A P R Consulting, Inc., et al.

Los Angeles Superior Court, Case No. 24STCV04117

Dear NAME:

You are receiving the enclosed check in connection with the settlement ("Settlement") of a lawsuit entitled *Santoyo v. A P R Consulting, Inc., et al.*, Los Angeles Superior Court, Case No. 24STCV04117 (the "Action"). In the Action, Plaintiff Karina A. Santoyo ("Plaintiff") pursued various claims against defendants A P R Consulting, Inc. ("Defendant APR"), and defendants Liberty Utilities (Park Water) Corp., Liberty Utilities (Apple Valley Ranchos Water) Corp., Liberty Utilities (CalPeco Electric) LLC ("Defendants Liberty") (together "Defendants") under Labor Code § 2699 *et seq.*, the California Private Attorney General Act ("PAGA") on behalf of non-exempt employees of Defendants Liberty who worked in California from February 19, 2023 through-[INSERT DATE] and non-exempt employees of Defendant APR and other staffing agencies placed to work for Defendants Liberty in California from February 19, 2023 through [INSERT DATE] ("PAGA Group Members") and on behalf of the State of California. Defendants denied and continue to deny all of the allegations and liability for any claims in this case.

The enclosed check is your share of the settlement calculated on a pro-rata basis based on the number of pay periods you worked for Defendants Liberty from February 19, 2023 through-[INSERT DATE]. Your settlement amount represents civil penalties and will be reported on an IRS Form 1099¹. Your check is valid for 180 days from the date of mailing. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. Funds attributable to any uncashed check will be sent to the California State Controller's Unclaimed Property division, in the name of the PAGA Settlement Member.

By this Settlement, PAGA Group Members are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendants and the Released Parties² from all claims for PAGA penalties Plaintiff and/or the Aggrieved Employees had, or may claim to have, against Released Parties, arising out of the violations alleged in the Operative Complaint or the PAGA Notices submitted in connection with the Action. The

¹ One hundred percent (100%) of your Individual PAGA Payment under this Settlement will be considered penalties, and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences, if any, of your individual PAGA payment. Neither Plaintiff nor Defendants have made any representations or warranties regarding the taxation of your Individual 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).

² "Released Parties" is defined as: "Defendants Liberty and Defendant APR, and all their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, sectors, affiliates, divisions, predecessors, successors, assigns, joint venturers, and all companies, employee leasing companies, staffing companies, professional employer organizations, or payroll processing vendors that Defendants Liberty and/or Defendant APR utilized during the PAGA Period and that have provide Aggrieved Employees to work for or be assigned to work for the Defendants Liberty during the PAGA Period."

Settlement does not affect any other type of claim. There is no statutory right for PAGA Settlement Members to opt out or otherwise exclude themselves from this Settlement. The easiest way to read the Settlement Agreement and the Judgment is to go to _____'s website at _____. You can also consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 24STCV04117.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

Title	Santoyo v. A P R Consulting Inc. et al - PAGA Settlement...
File name	PAGA_settlement_a...al._FINAL_v.2.pdf
Document ID	92232c49dc373abc2ccb948fa5719f0ba40c8bae
Audit trail date format	MM / DD / YYYY
Status	● Signed

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02 / 12 / 2025
19:24:52 UTC

Sent for signature to Karina Cabrera Santoyo (karinacabrera75@yahoo.com), Seung Yang (seung.yang@thesentinfirm.com) and Lilit Tunyan (ltunyan@tunyanlaw.com) from seung.yang@thesentinfirm.com
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02 / 12 / 2025
19:27:14 UTC

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02 / 12 / 2025
19:28:17 UTC

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02 / 12 / 2025
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02 / 12 / 2025
19:32:00 UTC

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02 / 12 / 2025
19:45:14 UTC

Signed by Lilit Tunyan (ltunyan@tunyanlaw.com)
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02 / 12 / 2025
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The document has been completed.