CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

1. This Class Action Settlement Agreement and Release (the “Settlement Agreement,” “Settlement,” or “Agreement”) is entered into between Plaintiff Andrew Walker (“Plaintiff”), individually and on behalf of all other similarly situated persons and Defendant Reliant Property Management, Inc. (“Defendant”), subject to the approval of the Court. Plaintiff and Defendant are collectively referred to as the “Parties.”

DEFINITIONS

2. The following terms used in this Settlement Agreement shall have the meanings ascribed to them below:

a. “Action” means the class and Private Attorneys’ General Act, California Labor Code sections 2698, et seq. (“PAGA”) representative action captioned *Andrew Walker v. Reliant Property Management, Inc.*, San Francisco County Superior Court, Case No. CGC-24-614063, including any and all complaints filed and any amended complaint necessary to effectuate release of the Released Claims, including the Operative Complaint referenced in Paragraph 11 below and any and all related letters to the Labor and Workforce Development Agency (“LWDA”) and any amended letters necessary to effectuate release of the Released Claims, including the Amended PAGA Letter referenced in Paragraph 12 below.

b. “Aggrieved Employees” means all persons who are employed or have been employed by Defendant as a non-exempt employee in the State of California at any time during the PAGA Period.

c. “Class” or “Class Members” means all persons who are employed or have been employed by Defendant as a non-exempt employee in the State of California during the Class Period.

d. “Class Counsel” means Moon Law Group, PC.

e. “Class Counsel’s Costs” refers to the actual amount of reasonable litigation expenses Class Counsel incurred in connection with the Action, including their pre-filing investigation, their filing of the Action and all related litigation activities, and all post-Settlement compliance procedures.

f. “Class List” means an electronic database containing a list of Class Members that Defendant will compile from its records. The Class List shall include: each Class Members’: (1) full name; (2) last known address; (3) last known telephone number (if any); and (4) Social Security number or tax ID number. The Class List shall also include: (5) the total number of workweeks that each Class Member worked for Defendant in the state of California during the Class Period; and (6) and the total number of workweeks that Aggrieved Employees worked for Defendant in the state of California during the PAGA Period. The total number of workweeks may be determined by reference to weeks worked as reflected in Defendant’s timekeeping, payroll, and/or other records.

g. “Class Period” shall mean April 17, 2020 through August 30, 2025.

h. "Costs Award" means the award of attorneys' costs that the Court authorizes to be paid to Class Counsel for the costs and expenses they incurred to prosecute the Action.

i. "Court" means the Superior Court of the State of California for the County of San Francisco.

j. "Defendant" means Reliant Property Management, Inc.

k. "Defendant's Counsel" means Constangy, Brooks, Smith & Prophete LLP.

l. "Effective" or "Effective Date" means ten (15) days after the Settlement becomes Final, as set forth in Paragraph 2.n.

m. "Fee Award" means the award of attorneys' fees that the Court authorizes to be paid to Class Counsel for the services they rendered in prosecuting the Action. Class Counsel will not seek more than one-third i.e., thirty-three and a third percent (33 1/3%) of the Gross Settlement Amount as their Fee Award.

n. "Final" means after the date by when both of the following have occurred: (a) the Court enters a Judgment on its Final Approval Order of the Settlement; and (b) the Judgment is final. The Judgment is final if either (a) no appeal, motion, or petition to review or intervene has been taken with respect to the judgment or order as of the date on which all times to appeal, move, or petition to review or intervene therefrom have expired, or (b) if an appeal, motion or petition to intervene or other review proceeding of the judgment or order has been commenced, such appeal, motion or petition to intervene or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing en banc, petitions for writ of certiorari or otherwise, and such appeal or other review has been finally resolved in such manner that affirms the judgment or order in its entirety.

o. "Final Approval" or "Final Approval Order" means the Court's order granting final approval of the Settlement.

p. "Final Approval Hearing" means the hearing to be held by the Court to consider the Final Approval of the Settlement.

q. "Gross Settlement Amount" means the maximum non-reversionary total amount that Defendant shall pay in connection with this Settlement in exchange for the release of the Released Claims. The Gross Settlement Amount is the gross sum of Three Hundred Fifty Thousand Dollars ($350,000.00), except as provided in Paragraph 24 below. The Gross Settlement Amount includes: (a) all Settlement Awards to Participating Class Members; (b) the PAGA Payment to the LWDA; (c) Class Representative's Service Award; (d) Fee Award and Costs Award; and (e) Settlement Administrator Costs. The Parties agree that Defendant will have no obligation to pay any amount in connection with this Settlement Agreement apart from the Gross Settlement Amount and Defendant's employers' portion of payroll taxes on Settlement Awards to Participating Class Members. There will be no reversion.

r. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of workweeks worked during the Class Period.

s. "Individual PAGA Payment" means the Aggrieved Employees' pro rata share of the Net PAGA Amount calculated according to the number of workweeks worked during the PAGA Period.

t. "Judgment" or "Final Judgment" means the judgment entered by the Court upon entering the Final Approval Order.

u. "Named Plaintiff" or "Class Representative" means Andrew Walker.

v. "Net PAGA Amount" means the twenty-five percent (25%) of the PAGA Payment, or Two Thousand Five Hundred Dollars ($2,500), payable to the Aggrieved Employees.

w. "Net Settlement Amount" means the Gross Settlement Amount less: (i) Named Plaintiff's Service Award; (ii) Class Counsel's Fee Award; (iii) Class Counsel's Costs Award; (iv) Settlement Administrator Costs; and (v) the PAGA Payment. The Parties acknowledge that all of these amounts are subject to the Court's approval.

x. "Notice Deadline" means the date forty-five (45) days after the Settlement Notice is initially mailed to the Class. Class Members shall have until the Notice Deadline to object to or opt-out of the Settlement or submit a workweek dispute.

y. "PAGA Payment" means the amount of the Gross Settlement Amount allocated to settle all claims and remedies under the Private Attorneys' General Act, California Labor Code sections 2698, et seq. ("PAGA"). The PAGA Payment shall be Ten Thousand Dollars ($10,000.00), or an amount to be approved by the Court, of which 75%, or Seven Thousand Five Hundred Dollars ($7,500.00), shall be paid to the LWDA out of the Gross Settlement Amount and 25%, or Two Thousand Five Hundred Dollars ($2,500.00), shall be paid to the Aggrieved Employees out of the Gross Settlement Amount.

z. "PAGA Period" means the period from April 14, 2023 through August 30, 2025.

aa. "Participating Class Members" means all Class Members who do not timely submit a valid letter requesting to be excluded from the Settlement, consistent with the terms set forth in this Settlement Agreement. All Participating Class Members will be bound by all terms and conditions of class action component of the Settlement Agreement, including the release of the Class Released Claims as set forth in Paragraph 16 of this Agreement.

bb. "Preliminary Approval" or "Preliminary Approval Order" means the Court's order preliminarily approving the terms and conditions of this Settlement Agreement.

cc. "Released Claims" means Class Released Claims (as set forth in Paragraph 17) and PAGA Released Claims (as set forth in Paragraph 18) and Named Plaintiff's Released Claims (as set forth in Paragraph 18).

dd. "Releasees" or "Released Parties" means Defendant and its past, present, and future parent companies, subsidiaries, related or affiliated companies or entities, joint employers, predecessors, successors, and assigns, and any of its shareholders, affiliates, owners, members, investors, divisions, representatives, officers, directors, board members, trustees, employees, agents, attorneys, auditors, accountants, experts, contractors, partners, insurers, and re-insurers.

ee. "Service Award" means the payment to the Named Plaintiff for his efforts in bringing and prosecuting the Action against Defendant. The Service Award will not exceed the following amount: Five Thousand Dollars ($5,000.00).

ff. "Settlement Administrator" means ILYM Group, Inc., the third-party class action settlement administrator that will handle the administration of this Settlement, subject to approval by the Court.

gg. "Settlement Administrator Costs" refer to the costs the Settlement Administrator will incur in administering the Settlement, including distribution of the Settlement Notice with Spanish translation to Class Members, and the Settlement Awards to Participating Class Members and Aggrieved Employees. Settlement Administrator Costs are estimated not to exceed $8,000.00.

hh. "Settlement Award" means the total individual payment that each Participating Class Member and Aggrieved Employee shall be entitled to receive pursuant to the terms of this Settlement Agreement.

ii. "Settlement Notice" means the "Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval" with a Spanish translation to be issued to Class Members, including Aggrieved Employees and the Named Plaintiff, substantially in the form attached hereto as **Exhibit 1,** or as approved by the Court.

RECITALS

3. Named Plaintiff is a former employee of Defendant.

4. On April 14, 2024, Named Plaintiff filed a PAGA letter ("PAGA Letter") with the California Labor and Workforce Development Agency. On April 17, 2024, Named Plaintiff filed the Action in San Francisco County Superior Court, asserting claims under the California Labor Code and Unfair Business Practices Law. On August 21, 2024, Named Plaintiff filed a First Amended Class and Representative Action Complaint asserting additional claims for penalties under PAGA arising from alleged violations of the California Labor Code.

5. On April 28, 2025, the Parties participated in a full-day mediation before Judge Carl West (Ret.). The Parties thereafter negotiated the specific terms of this Settlement and have agreed to settle all pending claims and those contemplated in this Settlement Agreement.

6. Class Counsel has made a thorough and independent investigation of the facts and law relating to the allegations in the Action and of other potential claims that could have been asserted in the Action. Prior to mediation, Plaintiff obtained, through informal discovery,

Plaintiff's personnel file, information regarding the size and composition of the Class, sample time and payroll records, and Defendant's policy documents. Thus, Plaintiff has conducted adequate investigation and discovery and considered the facts developed prior to and during mediation as well as the applicable law thereto, and the risks and uncertainties attendant to continued litigation, in agreeing to this Settlement.

7. Defendant denies all claims as to liability, damages, penalties, interest, fees, and all other forms of relief, as well as denies the allegations asserted in the Action. Defendant has agreed to resolve the Action via this Settlement, but to the extent this Settlement Agreement is deemed void or the Effective Date does not occur, Defendant does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the Action upon all procedural, merits, and factual grounds, including, without limitation, the ability to challenge class and/or representative action treatment on any grounds, as well as asserting any and all other privileges and potential defenses. This Settlement Agreement shall not be construed as an admission by Defendant or any of the Releasees of any fault, liability or wrongdoing, which Defendant expressly denies.

8. The Parties recognize that Court approval of this Settlement is required to effectuate the Settlement, and that the Settlement will not become operative until the Court grants Final Approval of it, enters Judgment, and the Settlement Effective Date occurs.

9. The Parties have stipulated to certification of the Class for settlement purposes only and this Settlement Agreement requires Preliminary Approval and Final Approval by the Court. Accordingly, this Settlement Agreement is contingent upon the approval and certification by the Court. If the Court does not grant Preliminary Approval or Final Approval of the Settlement, the fact that the Parties were willing to stipulate to class certification for the purposes of this Settlement Agreement shall have no bearing on, nor be admissible in connection with, the issues of whether any class should be certified or whether it is appropriate for any claims to proceed on a representative basis. Defendant expressly reserves the right to challenge the propriety of class certification for any purpose if the Settlement does not become Final. Defendant denies that class action treatment is appropriate in the litigation context or for trial or that it is appropriate to proceed on a representative basis in the litigation context or for trial.

10. The Parties stipulate and agree that for settlement purposes only, the Parties shall file a stipulation for a stay pending approval of this Settlement. In the event that the stipulated request for the stay is not granted by the Court, the Parties stipulate and agree that for settlement purposes only, the Parties shall meet and confer regarding a process for approval that is acceptable to all Parties. These agreements will be effectuated through stipulations to be filed with the Court as appropriate.

11. The Parties stipulate and agree that for settlement purposes only, to the prompt filing of a Second Amended Complaint in the Action ("Operative Complaint") after execution of this Settlement Agreement that asserts all claims, legal allegations, and factual allegations in the Action and those contemplated in this Settlement, and to assert additional claims, legal allegations, and factual allegations necessary to effectuate the release of the Released Claims in this Settlement Agreement. The Operative Complaint will be substantially in the form attached hereto as **Exhibit 2**, or a substantially similar form. The Parties stipulate and agree that for settlement purposes only, Defendant consents to the filing of the Operative Complaint.

12. The Parties further stipulate and agree that Named Plaintiff will file an amended PAGA letter ("Amended PAGA Letter") to the LWDA as necessary to effectuate this Settlement Agreement and the PAGA Released Claims in Paragraph 17. The Amended PAGA Letter will be substantially in the form attached hereto as **Exhibit 3**, or a substantially similar form. The Settlement is expressly conditioned upon the approval by all Parties of the Operative Complaint and Amended PAGA Letter. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of Released Claims), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Settlement Agreement as necessary to obtain Final Approval. If the Parties cannot obtain judicial approval of this Settlement and secure a release of the claims against the Released Parties in the Action after making good faith effort to address the Court's concerns and obtain Final Approval, this Settlement Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used in the Action or any other legal proceeding.

13. Named Plaintiff and Defendant will execute a separate individual settlement agreement to resolve any unique, threatened non-representative, non-class, and/or individual claims of Named Plaintiff not alleged in this Action.

14. In the event the Settlement is not approved, the Parties agree that the Parties shall be placed in the same position as they were in immediately prior to execution of this Settlement Agreement.

15. In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, IT IS HEREBY AGREED, by and between the undersigned, subject to Final Approval of the Court and the other conditions set forth herein, that Named Plaintiff's and the Participating Class Members', and Aggrieved Employees' claims as described herein against the Released Parties shall be settled, compromised, and that the Released Claims shall be finally and fully compromised and settled as to the Released Parties in the manner and upon the terms and conditions set forth below.

RELEASES

In exchange for the consideration set forth in this Settlement Agreement, Named Plaintiff, Participating Class Members, and Aggrieved Employees agree to release all claims against the Releasees as set forth herein as applicable:

16. **Class Released Claims.** Upon the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Settlement Awards, and except as to such rights or claims as may be created by this Settlement Agreement, Named Plaintiff and all Class Members who do not timely and validly request exclusion from the Settlement, on behalf of themselves and their respective former and present representatives, and all persons purporting to act on their behalf, including, but not limited to, their dependents, attorneys, heirs and assigns, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and successors-in-interest (collectively, the "Releasing Parties"), release and discharge all Releasees, from any and all claims and causes of action were alleged, or that reasonably could have been alleged, based on the facts pled in the Operative Complaint during the

Class Period ("Class Released Claims"). This shall include the claims alleged in the Operative Complaint during the Class Period for the purported failure to pay minimum wage, straight time, overtime (including double time), and/or premium pay for all hours worked (including, but not limited to, off-the-clock, donning and doffing, meal and rest periods, rounding/time shaving, editing and/or manipulation of time entries, split shift , and auto-deduction of meal periods); failure to pay overtime, double time, premium, sick pay, on-call pay, and other compensation at the accurate rate (including but not limited to failure to include non-discretionary bonuses, incentive compensation, and shift differentials in the regular rate); failure to pay commissions and bonuses; failure to timely pay wages during employment; failure to pay wages at discharge or termination; failure to provide meal and rest breaks (including but not limited to otherwise requiring on-duty/on-call rest periods); failure to accurately record time, including all time worked (including, but not limited to, off-the-clock, meal periods, rounding, editing and/or manipulation of time entries, and auto-deduction of meal periods); failure to provide timely and compliant wage statements; failure to maintain and provide required records; failure to reimburse reasonable business expenses (including but not limited to cell phones, internet, COVID-related supplies, home office, uniforms, required clothing, equipment, vehicle usage); failure to pay paid time off and vacation time (during employment and upon separation); failure to pay sick pay (including but not limited to paid sick leave and COVID Supplemental Paid Sick Leave); failure to pay reporting time wages; violation of and/or failing to comply with California Labor Code §§ 200, 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226(a), 226(e), 226.7, 245-249, 500, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2802, and applicable IWC Wage Orders; and violation of Business and Professions Code 17200 et seq. based on alleged violation of the foregoing provisions of Labor Code; as well as statutory penalties, waiting time penalties, liquidated damages, interest, punitive damages, costs, attorneys' fees, equitable relief, injunctive relief, restitution, rights, damages, declaratory relief, or accounting for the foregoing claims. Except as set forth in Paragraphs 17 and 18 of this Agreement, Class Members do not release any other claims, including other claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

17. **PAGA Released Claims.** Upon the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Settlement Awards, Named Plaintiff, on behalf of himself and the State of California, and Aggrieved Employees release and discharge all Releasees from any and all claims for civil penalties under the Private Attorneys' General Act ("PAGA") and any rights to recover costs, expenses, attorneys' fees and interest pursuant to PAGA that were alleged, or reasonably could have been alleged, based on the facts and allegations pled in the Operative Complaint and the PAGA Letter and Amended PAGA Letter during the PAGA Period ("PAGA Released Claims"). This shall include the claims for PAGA penalties alleged in the Action during the PAGA Period for the purported failure to pay all compensation including minimum wage, straight time, overtime (including double time), and/or premium pay for all hours worked (including, but not limited to, off-the-clock, donning and doffing, meal and rest periods, rounding/time shaving, editing and/or manipulation of time entries, split shift, and auto-deduction of meal periods); failure to pay overtime, double time, premium, sick pay, on-call pay, and other compensation at the accurate rate (including but not limited to failure to include non-discretionary bonuses, incentive compensation, and shift differentials in the regular rate); failure to timely pay wages during employment; failure to pay wages at discharge or termination; failure to provide meal and rest breaks (including but not limited to otherwise

requiring on-duty/on-call rest periods); failure to accurately record time, including all time worked (including, but not limited to, off-the-clock, meal periods, rounding, editing and/or manipulation of time entries, and auto-deduction of meal periods); failure to provide timely and compliant wage statements; failure to maintain and provide required records; failure to reimburse reasonable business expenses (including but not limited to cell phones, internet, home office, COVID-related supplies, uniforms, required clothing, tools and equipment, vehicle usage); failure to pay sick pay (including but not limited to paid sick leave and COVID Supplemental Paid Sick Leave); failure to pay paid time off and vacation time during employment and upon separation; failure to pay reporting time wages; ; and violations of and/or failure to comply with the Labor Code sections §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226(a), 226(e), 226.3, 226.7, 245-249, 500, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and applicable IWC Wage Orders. The Parties agree that there shall be no right for any Aggrieved Employees to opt out or otherwise exclude themselves from the PAGA Released Claims pursuant to Labor Code Section 2698. The Parties intend and agree that the Final Approval Order and the Judgment entered as a result of this Settlement shall have *res judicata* and preclusive effect to the fullest extent allowed by law and shall also be effective to adjudicate and release the claims and/or rights of the LWDA to recover PAGA civil penalties against the Releasees on behalf of the Aggrieved Employees for any PAGA Released Claims (i.e., the Judgment on this Settlement will have *res judicata* effect with respect to the PAGA Released Claims as to Aggrieved Employees, the LWDA, and State of the California, whether pursued directly by the LWDA or by a representative pursuant to PAGA).

18. **Named Plaintiff's Released Claims.** In addition to any and all claims which were separately released by Named Plaintiff as referenced in Paragraph 13 above and in Paragraph 19.a below, upon the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Settlement Awards, Named Plaintiff will generally release any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against the Releasees, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, and whether anticipated or unanticipated, including all unknown claims covered by California Civil Code section 1542 that could be or are asserted based upon any theory or facts whatsoever, arising at any time up to and including the date of the execution of this Settlement Agreement, for any type of relief, including, without limitation, claims for minimum, straight time, or overtime wages, meal breaks, rest breaks, premium pay, other damages, penalties (including, but not limited to, waiting time penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. This shall include, but is not limited to, the Class Released Claims and PAGA Released Claims, as well as any other claims under any provision of federal, state, or local law (all claims released herein are referred to as "Named Plaintiff's Released Claims"). For purposes of Named Plaintiff's Released Claims, Named Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits he may otherwise have had relating to the Released Claims pursuant to Section 1542 of the California Civil Code, which provides as follows:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**

RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

19. **Claims Not Released by Named Plaintiff**. Named Plaintiff understands that Named Plaintiff's Released Claims do not apply to any claims or rights that cannot be waived as a matter of law. Further, Named Plaintiff's Released Claims do not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits (except as alleged in the Action), unemployment benefits, disability benefits, social security benefits, and workers' compensation benefits that arose at any time. Named Plaintiff acknowledges, however, that he has no workers' compensation claim pending at the time of signing this Settlement Agreement. Nothing in this Settlement Agreement shall be construed to prohibit Named Plaintiff from filing a charge or cooperating with any investigation by any federal, state, or local government agency (including without limitation the United States Department of Labor, the Equal Employment Opportunity Commission, the Securities and Exchange Commission, the Department of Justice, and/or the National Labor Relations Board). However, Named Plaintiff understands that he will not be entitled to recover any monetary damages or any other form of personal relief in connection with such a claim, investigation or proceeding.

a. **Named Plaintiff's Non-Wage Individual Claims.** Named Plaintiff's threatened non-wage claims and causes of action relating to his former employment with Defendant are expressly carved out and not resolved or released in this Settlement and are subject to a separate settlement agreement.

CERTIFICATION, NOTICE, AND SETTLEMENT IMPLEMENTATION

20. The Parties agree to the following procedures for obtaining Preliminary Approval of the Settlement, certifying the Class, and notifying the Class of this Settlement:

a. **Complaint.** The Parties stipulate and agree that for settlement purposes only, the Parties consent to the filing of an Operative Complaint that includes the claims, legal allegations, and factual allegations pled in the Action and asserts additional claims, legal allegations, and factual allegations necessary to effectuate the release of the Released Claims in this Settlement Agreement. Named Plaintiff shall file, with Defendant's stipulation, the Operative Complaint in the Court before the filing of the Motion for Preliminary Approval of Settlement Agreement discussed in Paragraph 20(b) and shall take any other necessary steps to effectuate the release of the Released Claims in this Settlement Agreement, including the filing of Amended PAGA Letter with the LWDA.

b. **Request for Class Certification and Preliminary Approval Order.** Named Plaintiff shall file a Motion for Preliminary Approval of Settlement Agreement, requesting that the Court certify the Class for the sole purpose of settlement; preliminarily approve the Settlement Agreement and its terms; approve the proposed form of the Settlement Notice and find that the proposed method of disseminating the Settlement Notice meets the requirements of due process and is the best notice practicable under the circumstances; set a date by which Named

Plaintiff shall file the Motion for Final Approval of the Settlement, including a request for approval of the Service Award, Fee Award, Costs Award, and Settlement Administrator's Costs; and set a date for the Final Approval Hearing. Class Counsel shall provide Defendant's Counsel a copy of a draft Motion for Preliminary Approval of Settlement Agreement at least five (5) business days in advance of filing it with the Court.

c. **Notice.** The Settlement Administrator shall be responsible for preparing, printing and mailing the Settlement Notice to all Class Members. The Settlement Administrator shall also create a toll-free telephone number to field telephone inquiries from Class Members during the notice and settlement administration periods. The Settlement Administrator will be directed to take the call center down after the 180-day check cashing period for Settlement Award checks. The Settlement Administrator shall also establish and maintain a settlement website to post documents and information of interest to Class Members, including the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, the Settlement Notice, and the Final Approval Order and Judgment.

d. Within fifteen (15) calendar days after the Court's Preliminary Approval of the Settlement, Defendant shall provide to the Settlement Administrator the Class List.

e. In order to provide the best notice practicable, prior to mailing the Settlement Notice, the Settlement Administrator will take reasonable efforts to identify current addresses via public and proprietary systems including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

f. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class List, the Settlement Administrator shall send to all Class Members identified in the Class List, via first-class United States Postal Service ("USPS") mail, the Settlement Notice (with Spanish translation) substantially in the form attached to this Settlement Agreement as **Exhibit 1**, or as approved by the Court. The first page of the Settlement Notice shall prominently state the estimated dollar amounts of any Settlement Award (Individual Class Payment and Individual PAGA Payment if applicable) to Class Members, and the number of workweeks used to calculate these amounts. Before mailing Settlement Notices, the Administrator shall update Class Members' addresses using the National Change of Address database. Any Settlement Notice returned to the Settlement Administrator with a forwarding address shall be re-mailed within three (3) business days following receipt of the returned mail. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved and shall re-mail the Settlement Notice. The Notice Deadline for Class Members whose Settlement Notice is re-mailed shall be extended additional 14 days beyond the 45 days otherwise provided in the Settlement Notice.

21. **Disputes Regarding Workweeks.** To the extent that any Class Member disputes the number of workweeks that the Class Member worked during the Class Period, as shown in their Settlement Notice, such Class Members may produce evidence, via mail, email, or fax, to the Settlement Administrator establishing the dates they contend to have worked for Defendant. For purposes of this Settlement, "workweek" means any week during which a Class Member performed worked for Defendant, for at least one day, and will be determined by reference to Defendant's timekeeping, payroll, and/or other records. The deadline for Class Members to submit disputes pursuant to this Paragraph is the Notice Deadline (disputes must be postmarked, emailed, or faxed by the Notice Deadline). Unless the Class Member presents convincing evidence proving they worked more workweeks than shown by Defendant's records, their Settlement Award will be determined based on Defendant's records. The Settlement Administrator shall notify counsel for the Parties of any disputes it receives. Defendant shall review its records and provide further information to the Settlement Administrator, as necessary. The Settlement Administrator shall provide a recommendation to counsel for the Parties. Counsel for the Parties shall then meet and confer in an effort to resolve the dispute. If the dispute cannot be resolved by the Parties, it shall be presented to the Court for a resolution. The Settlement Administrator will notify the disputing Class Member of the decision.

22. **Objections.** The Settlement Notice shall provide that Class Members who wish to object to the Settlement must, on or before the Notice Deadline, send to the Settlement Administrator, by mail, email, or fax, a written statement objecting to the Settlement. The statement must be signed personally by the objector, and must include the objector's name and contact information (address, telephone number, and/or email address), and the factual and legal grounds for the objection. The Settlement Notice shall advise Class Members that objections shall only be considered if the Class Member has not opted out of the Settlement. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to object to the Settlement, or appeal from any order of the Court that is consistent with the terms of this Settlement.

23. **Requests for Exclusion.** The Settlement Notice shall provide that Class Members, other than Named Plaintiff, who wish to exclude themselves from the Settlement ("opt out") must mail, email, or fax to the Settlement Administrator a written statement indicating that they do not wish to participate or be bound by the Settlement. The written request for exclusion must contain the Class Member's full name, contact information (address, telephone number, and/or email address), and the last four digits of their social security number, and must be signed individually by the Class Member. No opt-out request may be made on behalf of a group. Such written statement must be postmarked, emailed, or faxed by the Notice Deadline. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to exclude themselves from the settlement. Aggrieved Employees are bound by and cannot exclude themselves from the PAGA component of the Settlement even if they request exclusion.

24. **Escalator Clause.** Based on its time, pay, and employment records, Defendant estimates that there are approximately 15,402 workweeks Class Members worked from April 17, 2020 through April 23, 2025. Should the number of workweeks during the Class Period exceed ten percent (10%) or more of 15,402 workweeks (i.e., more than 16,942 workweeks), then Defendant shall have the option to either (1) increase the Gross Settlement Amount on a

proportional basis (i.e., if there is a 11% increase in the number workweeks, the Gross Settlement Amount shall increase by 1%), or (2) end the Class Period on the date after the number of workweeks reaches 16,942.

25. **Termination or Revocation of Settlement.** If five percent (5%) or more of the Class Members request exclusion from the Settlement, Defendant may, at its election and in its sole discretion, rescind and nullify the Settlement Agreement. Defendant must exercise this right of rescission in a writing that is provided to Class Counsel within fourteen (14) calendar days after the Settlement Administrator notifies the Parties of the total number of Requests for Exclusion received by the Response Deadline.

a. If there is a material change in the scope of the Released Claims, Class Period, PAGA Period, or Released Parties under the Settlement Agreement, Defendant may, at its election, rescind the Settlement Agreement and all actions taken in furtherance of it will thereby be null and void. However, this option to rescind the Settlement Agreement may only be exercised within ten (10) business days of a change in the scope of the Released Claims, Class Period, PAGA Period, or Released Parties under the Settlement.

b. If the Court finds the Gross Settlement Amount to be insufficient to warrant Preliminary Approval or Final Approval of the Settlement, Defendant may, at its election, rescind the Settlement Agreement and all actions taken in furtherance of it will thereby be null and void.

c. If Defendant exercises its right to rescind and or nullify the Settlement Agreement pursuant to this Paragraph, Defendant shall pay the Settlement Administrator Costs incurred by the Settlement Administrator as of the date of Defendant's recission and/or nullification.

26. **Cure Period.** In the event any request for exclusion is timely submitted but does not contain sufficient information to be valid (i.e., the Settlement Administrator cannot reasonably ascertain the identity of the person as a Class Member or the Class Member's desire to be excluded from the Settlement), the Settlement Administrator shall provide the Class Member, within seven (7) calendar days, a letter requesting the information that was not provided and giving the Class Member fourteen (14) days from the mailing of such cure letter to respond. Any invalid submission that is not timely cured will be considered a nullity.

27. **Final Approval Hearing.** Class Counsel will be responsible for drafting the Motion for Final Approval of Settlement Agreement, and approval of the requested Service Awards, Fee Award, Class Counsel's Costs Award, and Settlement Administrator's Costs to be heard at the Final Approval Hearing. Class Counsel shall provide Defendant's Counsel a copy of a draft Motion for Final Approval of Settlement Agreement at least five (5) business days in advance of filing it with the Court. Named Plaintiff shall request that the Court schedule the Final Approval Hearing no earlier than 100 days after Preliminary Approval, and at least thirty (30) days after the Settlement Administrator's deadline to provide the report of objections, opt-outs and awards, to determine Final Approval of the Settlement and to enter a Final Approval Order and Judgment:

a. certifying the Class for Settlement purposes;

b. finding dissemination of the Settlement Notice was accomplished as directed and met the requirements of due process;

c. approving the Settlement as final and its terms as a fair, reasonable and adequate;

d. approving the payment of the Service Award to Named Plaintiff;

e. approving Class Counsel's application for an award of attorneys' fees and reimbursement of out-of-pocket litigation costs and expenses;

f. approving the Settlement Administrator's fees and expenses for settlement administration;

g. directing that the Settlement funds be distributed in accordance with the terms of this Settlement Agreement;

h. directing a full and final discharge of any and all Participating Class Members' Class Released Claims, Named Plaintiff's Released Claims, and the Aggrieved Employees' PAGA Released Claims;

i. directing that a Final Judgment be entered; and

j. retaining continuing jurisdiction over the Action for purposes only of overseeing all settlement administration matters.

28. **Post Judgment Report.** At the conclusion of the 180-day check cashing period set forth below and following receipt of the Settlement Administrator's report showing the total funds that were actually paid to Participating Class Members and Aggrieved Employees, or by the deadline set by the Court, Class Counsel shall submit to the Court a post-judgment report provided by the Settlement Administrator regarding any funds that remain from checks that are returned as undeliverable or are not negotiated.

SETTLEMENT FUNDS AND AWARD CALCULATION

29. **Funding of Settlement.** The Settlement Administrator will administer this Settlement. Within thirty (30) days of the Effective Date of the Settlement, Defendant shall deposit the Gross Settlement Amount into the Settlement Administrator's designated account. Defendant shall not have access to the Gross Settlement Amount once those funds are deposited into the Settlement Administrator's designated account, including any earned interest accrued following deposit. Any interest gained on the Gross Settlement Amount in the Settlement Administrator's designated account shall be deemed part of the Gross Settlement Amount. The Gross Settlement Amount is fully non-reversionary. All disbursements shall be made from the Gross Settlement Amount.

30. **Payments.** Subject to the Court's Final Approval Order and Judgment and the occurrence of the Effective Date, the following amounts shall be paid by the Settlement Administrator from the Gross Settlement Amount:

a. **Service Award to Named Plaintiff.** Named Plaintiff shall receive a Service Award of Five Thousand Dollars ($5,000.00). This payment shall be made within ten (10) days after Defendant's deadline to deposit the Gross Settlement Amount into the Settlement Administrator's designated account or as soon as reasonably practicable thereafter. If the Court approves the Service Award in amounts less than what Named Plaintiff requests, any amount not awarded will be retained in the Net Settlement Amount, and the reduction in the Service Award shall not be a basis for nullification of this Settlement. Nor shall a reduction in the Service Award in any way delay or preclude the Judgment from becoming Final or the Settlement from becoming Effective. The Named Plaintiff assumes full responsibility for paying all taxes, if any, due as a result of the Service Award.

b. **Fee Award and Costs Award.**

i. Class Counsel shall receive the Fee Award in the amount of one-third of the Gross Settlement Amount, which will compensate Class Counsel for all work performed in the Action as of the date of this Settlement Agreement as well as all of the work remaining to be performed, including but not limited to documenting the Settlement, securing Court approval of the Settlement, making sure that the Settlement is fairly administered and implemented, answering Class Member inquiries, and obtaining final judgment in the Action. In addition, Class Counsel shall, subject to Court approval, receive the Costs Award, not to exceed $22,000.00. These payments of attorneys' fees and costs shall be made within ten (10) days after Defendant's deadline to deposit the Gross Settlement Amount into the Settlement Administrator's designated account or as soon as reasonably practicable thereafter.

ii. The approved Fee Award and Costs Award, even if less than what Class Counsel requests, shall constitute full satisfaction of the Released Parties' obligations to pay amounts to any person, attorney, or law firm for attorneys' fees or costs in the Action on behalf of Named Plaintiff, any other Participating Class Members, and/or any other Aggrieved Employees, and shall relieve the Released Parties from any other claims or liability to any other attorney or law firm for any attorneys' fees or costs which any of them may claim to be entitled on behalf of Named Plaintiff, any other Participating Class Members, or any other Aggrieved Employees with respect to the Action. If the Court approves a Fee Award and/or Costs Award in an amount less than what Class Counsel requests, any amount not awarded will be retained in the Net Settlement Amount, and the reduction in the Fee Award and/or Costs Award shall not be a basis for nullification of this Settlement. Nor shall a reduction in the Fee Award and/or Costs Award in any way delay or preclude the Judgment from becoming Final or the Settlement from becoming effective.

iii. An IRS Form 1099 shall be provided to Class Counsel for the payments made to Class Counsel. Class Counsel shall be solely and legally responsible to pay any and all applicable taxes on the payment(s) made to Class Counsel.

c. **Labor and Workforce Development Agency Payment and Net PAGA Amount for Distribution.** The Parties agree that the amount of $10,000.00 from the Gross Settlement Amount will be paid in settlement of all individual and representative claims brought in the Action by or on behalf of Named Plaintiff and Aggrieved Employees under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq.). Pursuant to PAGA, Seventy-Five Percent (75%), or $75,000.00, of this sum will be paid to the LWDA. Twenty-Five Percent (25%), or $2,500.00, will be allocated to the Net PAGA Amount to be distributed to Aggrieved Employees as Individual PAGA Payments, which will be calculated as set forth below in Paragraph 32. The payment to the LWDA shall be made by the Settlement Administrator within ten (10) days after Defendant's deadline to deposit the Gross Settlement Amount into the Settlement Administrator's designated account or as soon as reasonably practicable thereafter.

d. **Settlement Administration Costs.** Settlement Administrator's Costs, estimated not to exceed $8,000.00, shall be paid from the Gross Settlement Amount. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs incurred in the administration of the Settlement.

e. **Settlement Payments to Participating Class Members.** The Net Settlement Amount shall be allocated to Participating Class Members as Individual Class Payments, which will be calculated as set forth below in Paragraph 31.

CALCULATION AND DISTRIBUTION OF SETTLEMENT AWARDS

31. **Individual Class Payment Calculations.** The Settlement Administrator shall be responsible for determining the amount of the Individual Class Payment to be paid to each Participating Class Member based on the below formula:

a. Each Participating Class Member will receive a *pro rata* portion of the Net Settlement Amount, calculated as follows: (i) dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members during the Class Period, and (ii) multiplying the result by the number of workweeks each Participating Class Member worked during the Class Period.

32. **Individual PAGA Payment Calculations**. The Settlement Administrator shall be responsible for determining the amount of the Individual PAGA Payment to be paid to each Aggrieved Employee based on the below formula:

a. All Aggrieved Employees, including non-Participating Class Members who are Aggrieved Employees, shall receive a *pro rata* portion of the Net PAGA Amount as follows: (i) dividing the Net PAGA Amount by the total number of workweeks worked by all Aggrieved Employees during the PAGA Period, and (ii) multiplying the result by the number of workweeks each Aggrieved Employee worked during the PAGA Period.

33. In addition to other information contained in the Settlement Notice, the Settlement Notice shall state the estimated minimum payment the Class Member is expected to receive assuming full participation of all Class Members.

34. All Settlement Award determinations shall be based on the weeks worked as reflected by the Defendant's timekeeping, payroll, and/or other records. If the Parties determine, based upon further review of available data, that a person previously identified as being a Class Member is not a Class Member, or an individual who was not previously identified as a Class Member is in fact a Class Member but was not so included, the Settlement Administrator shall promptly make such addition or deletion as appropriate.

35. **Tax Allocations of Settlement Awards.** Any portion of each Settlement Award that is provided from the Net PAGA Amount (i.e., all Individual PAGA Payments) shall be allocated entirely as penalties and will be reported on IRS Form 1099. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. For the remainder of each Settlement Award that is provided from the Net Settlement Amount (i.e., all Individual Class Payments), twenty percent (20%) of each Individual Class Payment shall be allocated as wages and eighty percent (80%) of each Individual Class Payment shall be allocated as penalties and interest. Individual Class Payments will be paid out to Participating Class Members subject to reduction for all employee's share of withholdings and taxes associated with the wage-portion of the Individual Class Payments, for which Participating Class Members shall be issued an IRS Form W-2 for the portions of the Individual Class Payment that are allocated to wages. Participating Class Members will also be issued an IRS Form 1099 for the portion of the Individual Class Payments that are allocated to penalties and interest. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. The Settlement Administrator shall provide Defendant's Counsel with a final Settlement Award calculation award for each Participating Class Member and/or Aggrieved Employee within seven (7) calendar days after the Effective Date. Amounts withheld will be remitted by the Settlement Administrator from the Net Settlement Amount to the appropriate governmental authorities. Defendant shall cooperate with the Settlement Administrator to provide payroll tax information as necessary to accomplish the income and employment tax withholding on the wage portion of each Settlement Award, and the Form 1099 reporting for the non-wage portion of each Settlement Award.

36. Class Counsel and Defendant's Counsel do not intend this Settlement Agreement to constitute legal advice relating to the tax liability of any Class Member. To the extent that this Settlement Agreement, or any of its attachments, is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

37. The payments made to Participating Class Members and Aggrieved Employees pursuant to this Settlement Agreement are not being made for any other purpose and shall not be construed as compensation for purposes of determining eligibility for any health and welfare benefits or unemployment compensation, and no benefits, including but not limited to pension

and/or 401(k), shall increase or accrue as a result of any payment made as a result of this Settlement, unless required by the plan documents or otherwise required by law.

38. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a final calculation of all Settlement Awards and other payments required under the Settlement, no more than ten (10) days after the Effective Date.

39. The Settlement Administrator shall mail all Settlement Awards to Participating Class Members and/or Aggrieved Employees within ten (10) days after Defendant's deadline to deposit the Gross Settlement Amount into the Settlement Administrator's designated account or as soon as reasonably practicable thereafter. The Settlement Administrator shall then provide written certification of mailing to Class Counsel and Defendant's Counsel.

40. All Settlement Award checks shall remain valid and negotiable for one hundred eighty (180) days from the date of their issuance and may thereafter automatically be canceled if not cashed within that time, at which time the right to recover any Settlement Award will be deemed void and of no further force and effect. At the conclusion of the 180-day check cashing deadline, Participating Class Members and/or Aggrieved Employees who have not cashed their Settlement Award checks shall nevertheless be deemed to have finally and forever released the Class Released Claims and/or PAGA Released Claims, as applicable.

41. **Remaining Monies.** If, at the conclusion of the 180-day check cashing period set forth above, any funds remain from checks that are returned as undeliverable or are not negotiated, those monies shall be distributed, subject to the Court's approval, to the California State Controller Unclaimed Property Fund in the name of the Class Member to be held by the Controller's Office for the benefit of the Class Member until such time as they claim their property, as allowed by law.

42. **Final Report by Settlement Administrator**. Within ten (10) days after the Settlement Administrator disburses all funds in the Gross Settlement Amount, the Settlement Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fourteen (14) days before any deadline set by the Court, the Settlement Administrator will prepare and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. The Settlement Administrator shall supplement or provide additional declarations as needed or requested by the Parties and/or the Court.

MISCELLANEOUS

43. **Submissions to the LWDA.** At the same time as they submit this Class Action Settlement Agreement and Release to the Court for Preliminary Approval, Class Counsel shall submit a copy of this Settlement Agreement to the LWDA, as required by California Labor Code § 2699(*l*)(2). Within ten (10) days following the Effective Date, Class Counsel shall submit a copy of the Final Approval Order and Judgment entered by the Court to the LWDA, as required by California Labor Code § 2699(*l*)(3).

44. **Confidentiality Prior to Preliminary Approval.** The Named Plaintiff, Class Counsel, Defendant, and Defense Counsel agree to keep the facts and terms of this Settlement confidential until approval of the Settlement is sought from the Court except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Prior to seeking Preliminary Approval, the Named Plaintiff and Class Counsel agree that they will not issue a press release or hold any press conferences or initiate contact with a member of the press, including on social media, about this case and/or the fact, amount or terms of the Settlement, to the extent permitted by law. If the Named Plaintiff or Class Counsel is contacted by the press about the Settlement prior to Preliminary Approval, Named Plaintiff or Class Counsel will respond only that the case has been resolved. Nothing in this Paragraph shall prevent Class Counsel from communicating with the Class Members, the LWDA, or the Court in which the Action is pending, as may be required to carry out the terms of this Settlement and/or fulfill their ethical responsibilities under the Settlement and to their respective clients. Nothing in this provision is intended to violate applicable state law and this provision will be interpreted in accordance with applicable state law.

45. **No Admission of Liability.** Defendant expressly denies all of the allegations in the Action. Defendant expressly denies that the Released Parties have violated the PAGA, California wage and hour laws, or any other provision of federal or state law with respect to any of their employees. This Settlement Agreement and all related documents are not and shall not be construed as an admission by the Released Parties of any fault or liability or wrongdoing. If this Settlement Agreement does not become Final, this Settlement Agreement, and/or the circumstances leading to this Settlement Agreement, may not be used as an admission by the Released Parties of any wrongdoing or evidence of any wrongdoing by the Released Parties.

46. **Defendant's Legal Fees.** Defendant's legal fees and expenses in the Action shall be borne by Defendant.

47. **Nullification of the Settlement Agreement.** In the event that (a) the Court does not preliminarily or finally approve the Settlement as provided herein, (b) the Settlement does not become Final for any other reason, or (c) the Effective Date does not occur, the Parties agree to engage in follow up negotiations with the intent of resolving the Court's concerns that precluded approval, and if feasible, to resubmit the Settlement for approval within thirty (30) days, or by the deadline set by the Court. If the Settlement is not approved as resubmitted or if the Parties are not able to reach another agreement, then either Party may void this Settlement Agreement; at that point, the Parties agree that each shall return to their respective positions on the day before this Settlement Agreement and that this Settlement Agreement shall not be used in evidence or argument in any other aspect of their litigation.

48. **Reduced Service Awards, Fee Award, or Costs Award Not a Basis for Voiding Settlement.** If the Court approves a Service Award, a Fee Award, and/or Costs Award in amounts less than what Named Plaintiff and/or Class Counsel request, the Parties agree that the reduction in the Service Award, Fee Award, and/or Costs Award will not be a basis for nullification of this Settlement. Nor will a reduction in the Service Award, Fee Award, or Costs Award in any way

delay or preclude the judgment from becoming Final or the Settlement from becoming effective. Any amount resulting from the reduction in the Service Award, Fee Awards, and/or Costs Award shall be included in the Net Settlement Amount.

49. **Inadmissibility of Settlement Agreement.** Except for purposes of settling the Action, or enforcing this Settlement Agreement's terms (including that claims were settled and released), resolving an alleged breach, establishing adequacy as counsel, or for resolution of other tax or legal issues arising from a payment under this Settlement Agreement, neither this Settlement Agreement, nor its terms, nor any document, statement, proceeding, or conduct related to this Settlement Agreement, nor any reports or accounts thereof, shall be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to any of the Parties or the Released Parties, including, without limitation, evidence of a presumption, concession, indication, or admission by any of the Parties or the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage.

50. **Computation of Time.** For purposes of this Settlement Agreement, if the prescribed time period in which to complete any required or permitted action expires on a Saturday, Sunday, or legal holiday, such time period shall be continued to the following business day. The term "days" shall mean calendar days unless otherwise noted.

51. **Interim Stay of Proceedings.** The Parties agree to hold in abeyance all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement. Further, without further order of the Court, the Parties hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement.

52. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors in interest. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all Parties hereto.

53. **Entire Settlement Agreement.** Except for the Named Plaintiff's separate, individual settlement agreement being concurrently entered into, as referenced in Paragraph 13, this Settlement Agreement with exhibits constitutes the entire agreement among the Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement other than the representations, warranties, and covenants contained and memorialized in such documents. All prior or contemporaneous negotiations, memoranda, agreements, understandings, and representations, whether written or oral, are expressly superseded hereby and are of no further force and effect. Each of the Parties acknowledges that they have not relied on any promise, representation, or warranty, express or implied, not contained in this Settlement Agreement. No rights hereunder may be waived except in writing.

54. **Authorization to Enter Into Settlement Agreement.** The Parties warrant and represent that they are authorized to enter into this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel shall cooperate with each other

and use their best efforts to effect the implementation of the Settlement Agreement. In the event that the Parties are unable to reach resolution on the form or content of any document needed to implement this Settlement Agreement, or on any supplemental provisions or actions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties shall seek the assistance of a mediator.

55. **Binding on Successors and Assigns.** This Settlement shall be binding upon, and inure to the benefit of the successors and assigns of each of the Parties. The Parties hereto represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged except as set forth herein.

56. **Counterparts.** This Settlement Agreement may be executed in one or more counterparts, including by facsimile or email. All executed counterparts and each of them shall be deemed to be one and the same instrument. All executed copies of this Settlement Agreement, and photocopies thereof (including facsimile and/or emailed copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

57. **Cooperation and Drafting.** The Parties have cooperated in the drafting and preparation of this Settlement Agreement; hence the drafting of this Settlement Agreement shall not be construed against any of the Parties. The Parties agree that the terms and conditions of this Settlement Agreement were negotiated at arm's length and in good faith by the Parties and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

58. **Mutual Full Cooperation.** The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court to effectuate this Settlement and the terms set forth herein. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions or actions that may become necessary to effectuate the terms of this Settlement, the Parties shall seek the assistance of the mediator and/or the Court to resolve such disagreement. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement, noting that the cost of administering the Settlement shall be deducted from the Gross Settlement Amount subject to approval by the Court.

59. **Governing Law.** All terms of this Settlement Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

60. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and judgments entered in connection therewith, and the Parties and their Counsel submit to the jurisdiction of the Court for this purpose.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

DocuSigned by:

PLAINTIFF: ______________________ 6C377AD64C144D0... Date: 9/17 ____________, 2025

Andrew Walker

APPROVED AS TO FORM BY CLASS COUNSEL:

______________________ Date: September 17, 2025

Kane Moon
Allen Feghali
Julie Sohyun Oh
MOON LAW GROUP, PC
725 South Figueroa Street, 31st Floor
Los Angeles, CA 90017

DEFENDANT:

Signed: ______________________ Date: ____________, 2025

By: John Caskie Collet, Co-Owner
Name and Title (please print)

APPROVED AS TO FORM BY DEFENDANT'S COUNSEL:

______________________ Date: ____________, 2025

Sarah K. Hamilton
Angela L. Rapko
Dongying Zhang
CONSTANGY, BROOKS, SMITH & PROPHETE LLP
601 Montgomery Street, Suite 350
San Francisco, CA 94111

(SIGNATURES TO FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

PLAINTIFF: ______________________________ Date: ____________, 2025
Andrew Walker

APPROVED AS TO FORM BY CLASS COUNSEL:

______________________________ Date: ____________, 2025
Kane Moon
Allen Feghali
Julie Sohyun Oh
MOON LAW GROUP, PC
725 South Figueroa Street, 31st Floor
Los Angeles, CA 90017

DEFENDANT:

Signed: ______________________________ Date: September 16, 2025

By: John Caskie Collet, Co-Owner
Name and Title (please print)

APPROVED AS TO FORM BY DEFENDANT'S COUNSEL:

______________________________ Date: September 17, 2025
Sarah K. Hamilton
Angela L. Rapko
Dongying Zhang
CONSTANGY, BROOKS, SMITH & PROPHETE LLP
601 Montgomery Street, Suite 350
San Francisco, CA 94111

EXHIBIT 1

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Andrew Walker v. Reliant Property Management, Inc.
San Francisco County Superior Court, Case No. CGC-24-614063

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not a junk mail, spam, advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit ("Action") against defendant RELIANT PROPERTY MANAGEMENT, INC. ("Defendant") for alleged wage and hour violations. The Action was filed by a former Defendant employee, Andrew Walker ("Plaintiff"), and seeks payment of (1) back wages and other relief for a class of hourly non-exempt employees ("Class Members") who are employed or have been employed by Defendant in the State of California during the Class Period (April 17, 2020 through August 30, 2025); and, (2) penalties under the California Labor Code Private Attorneys General Act ("PAGA") for all hourly non-exempt employees who are employed or have been employed by Defendant in the State of California during the PAGA Period (April 14, 2023 through August 30, 2025) (the "Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, your Individual Class Payment is estimated to be $______ (less withholding) and your individual share of the Individual PAGA Payment is estimated to be $______. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for such a payment under the Settlement because you didn't work during the covered period.)

The above estimates are based on Defendant's records showing that you worked ______ workweeks during the Class Period, and you worked ______ pay periods during the PAGA Period. If you believe that you worked more workweeks or pay periods during either of the respective periods, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement ("Final Approval"). Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period, you have two options under the Settlement:

(1) **Do Nothing**. You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting a written request for exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).

You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is ______________**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees do not retain any rights to pursue PAGA Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by ______________**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement except with respect to the PAGA Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section **7** of this Notice.
You Can Participate in the ______________ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on ______________. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by ______________	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period ("Class Period Workweeks"), and how many pay periods you worked at least one day during the PAGA Period ("PAGA Pay Periods"), respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by ______________. See Section **4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Second Amended Complaint filed in this Action ("Operative Complaint") alleges that Defendant: (1) failed to pay Class Members minimum wages for all hours worked; (2) failed to pay Class Members overtime compensation; (3) failed to provide Class Members with compliant meal periods or compensation in lieu thereof; (4) failed to provide Class Members with compliant rest breaks or compensation in lieu thereof; (5) failed to indemnify Class Members for necessary business expenses; (6) failed to timely pay Class Members all compensation due upon termination or resignation; (7) failed to timely pay Class Members wages during employment; (8) failed to provide Class Members with accurate itemized wage statements; and (9) engaged in unfair business practices in violation of Business and Professions Code sections 17200, *et seq*. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA Claims"). Plaintiff is represented by attorneys in the Action: Moon Law Group, PC ("Class Counsel.")

Defendant denies all liability arising from the Action and is confident it has strong legal and factual defenses to Plaintiff's claims. Defendant contends that, at all relevant times, Defendant properly compensated all employees and fully complied with all applicable laws. Defendant also denies that the Action is appropriate to maintain as a class or representative action.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired experienced, neutral mediator, Hon. Carl West (Ret.), to resolve the Action by negotiating and to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement")[1] and agreeing to jointly ask

[1] The capitalized terms used in this Notice have the same definition as the terms used in the Agreement.

the Court to enter a judgment ending the Action and enforcing the Agreement ("Judgment"), Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant will Pay $350,000.00 as the Gross Settlement Amount ("GSA"). Defendant has agreed to deposit the GSA into an account controlled by the Administrator of the Settlement. The Administrator will use the GSA to pay the Individual Class Payments, Individual PAGA Payments, the Service Award to Plaintiff, the Fee Award and Costs Award to Class Counsel, Settlement Administrator Costs, and PAGA penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendant will fund the GSA not more than 30 days of the Effective Date of the Settlement, i.e., ten (15) days after the Settlement becomes final.. The Settlement will be final the day that the Court enters Judgment on its Final Approval and the Judgment is final, or a later date if Participating Class Members object to the proposed Settlement, a motion to intervene is filed, or the Judgment is appealed.

2. Court Approved Deductions from GSA. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the GSA, the amounts of which will be decided by the Court at the Final Approval Hearing:

   A. Up to one-third of the GSA (currently estimated to be $116,655.00) to Class Counsel for attorneys' fees ("Fee Award") and up to $22,000.00 for their litigation expenses ("Costs Award"). To date, Class Counsel have worked and incurred expenses on the Action without any payment.

   B. Up to $5,000.00 to Plaintiff for bringing the Action, assisting Class Counsel in prosecuting the Action, and representing the Class ("Service Award").

   C. Up to $8,000.00 to the Settlement Administrator for services administering the Settlement.

   D. $10,000.00 for settlement of PAGA claims ("PAGA Payment"), allocated 75% to the LWDA ($7,500.00) and 25% to Individual PAGA Payments ($2,500.00) to the Aggrieved Employees based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. **Net Settlement Distributed to Class Members.** After making the above deductions in amounts approved by the Court, the Settlement Administrator will distribute the rest of the GSA (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their workweeks worked during the Class Period.

4. **Taxes Owed on Payments to Class Members.** Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Settlement Administrator will report any Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your settlement payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. **Need to Promptly Cash Payment Checks.** The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be sent to the California State Controller Unclaimed Property Fund.

6. **Requests for Exclusion from the Class Settlement ("Opt-Out Request").** You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than ______________ ("Response Deadline"), that you wish to opt out. If you want to opt out, you must notify the Settlement

Administrator by sending a written and signed Opt-Out Request by the ______________ Response Deadline. The Opt-Out Request should be a signed letter from a Class Member or his or her authorized representative setting forth a Class Member's name, contact information (address, email address, and/or telephone number), social security number, and a statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class (Non-Participating Class Members) remain eligible for an Individual PAGA Payment if they are Aggrieved Employees and are required to give up their right to assert PAGA Claims against Defendant based on the alleged PAGA violations in the Action.

7. **The Proposed Settlement Will be Void if the Court Denies Final Approval.** It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. **Settlement Administrator.** The Court has appointed a neutral company, ILYM Group, Inc (the "Settlement Administrator") to send this Notice, calculate and make payments, and process Class Members' Opt-Out Requests. The Settlement Administrator will also decide Class Member challenges over Class Period Workweeks and/or PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks to administer the Settlement. The Administrator's contact information is in Section 9 below.

9. **Participating Class Members' Release.**

Upon the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Settlement Awards, and except as to such rights or claims as may be created by this Settlement Agreement, Named Plaintiff and all Class Members who do not timely and validly request exclusion from the Settlement, on behalf of themselves and their respective former and present representatives, and all persons purporting to act on their behalf, including, but not limited to, their dependents, attorneys, heirs and assigns, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and successors-in-interest (collectively, the "Releasing Parties"), release and discharge all Releasees, from any and all claims and causes of action were alleged, or that reasonably could have been alleged, based on the facts pled in the Operative Complaint during the Class Period ("Class Released Claims"). This shall include the claims alleged in the Operative Complaint during the Class Period for the purported failure to pay minimum wage, straight time, overtime (including double time), and/or premium pay for all hours worked (including, but not limited to, off-the-clock, donning and doffing, meal and rest periods, rounding/time shaving, editing and/or manipulation of time entries, split shift , and auto-deduction of meal periods); failure to pay overtime, double time, premium, sick pay, on-call pay, and other compensation at the accurate rate (including but not limited to failure to include non-discretionary bonuses, incentive compensation, and shift differentials in the regular rate); failure to pay commissions and bonuses; failure to timely pay wages during employment; failure to pay wages at discharge or termination; failure to provide meal and rest breaks (including but not limited to otherwise requiring on-duty/on-call rest periods); failure to accurately record time, including all time worked (including, but not limited to, off-the-clock, meal periods, rounding, editing and/or manipulation of time entries, and auto-deduction of meal periods); failure to provide timely and compliant wage statements; failure to maintain and provide required records; failure to reimburse reasonable business expenses (including but not limited to cell phones, internet, COVID-related supplies, home office, uniforms, required clothing, equipment, vehicle usage); failure to pay paid time off and vacation time (during employment and upon separation); failure to pay sick pay (including but not limited to paid sick leave and COVID Supplemental Paid Sick Leave); failure to pay reporting time wages; violation of and/or failing to comply with California Labor Code §§ 200, 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226(a), 226(e), 226.7, 245-249, 500, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2802, and applicable IWC Wage Orders; and violation of Business and Professions Code 17200 et seq. based on alleged violation of the foregoing provisions of Labor Code; as well as statutory penalties, waiting time penalties, liquidated damages, interest, punitive damages, costs, attorneys' fees, equitable relief, injunctive relief, restitution, rights, damages, declaratory relief, or accounting for the foregoing claims. Except as set forth in Paragraphs 17 and 18 of this Agreement, Class Members do not release any other claims, including other claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. **Aggrieved Employees' PAGA Release.**

Upon the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Settlement Awards, Named Plaintiff, on behalf of himself and the State of California, and Aggrieved Employees release and discharge all Releasees from any and all claims for civil penalties under the Private Attorneys' General Act

("PAGA") and any rights to recover costs, expenses, attorneys' fees and interest pursuant to PAGA that were alleged, or reasonably could have been alleged, based on the facts and allegations pled in the Operative Complaint and the PAGA Letter and Amended PAGA Letter during the PAGA Period ("PAGA Released Claims"). This shall include the claims for PAGA penalties alleged in the Action during the PAGA Period for the purported failure to pay all compensation including minimum wage, straight time, overtime (including double time), and/or premium pay for all hours worked (including, but not limited to, off-the-clock, donning and doffing, meal and rest periods, rounding/time shaving, editing and/or manipulation of time entries, split shift, and auto-deduction of meal periods); failure to pay overtime, double time, premium, sick pay, on-call pay, and other compensation at the accurate rate (including but not limited to failure to include non-discretionary bonuses, incentive compensation, and shift differentials in the regular rate); failure to timely pay wages during employment; failure to pay wages at discharge or termination; failure to provide meal and rest breaks (including but not limited to otherwise requiring on-duty/on-call rest periods); failure to accurately record time, including all time worked (including, but not limited to, off-the-clock, meal periods, rounding, editing and/or manipulation of time entries, and auto-deduction of meal periods); failure to provide timely and compliant wage statements; failure to maintain and provide required records; failure to reimburse reasonable business expenses (including but not limited to cell phones, internet, home office, COVID-related supplies, uniforms, required clothing, tools and equipment, vehicle usage); failure to pay sick pay (including but not limited to paid sick leave and COVID Supplemental Paid Sick Leave); failure to pay paid time off and vacation time during employment and upon separation; failure to pay reporting time wages; ; and violations of and/or failure to comply with the Labor Code sections §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226(a), 226(e), 226.3, 226.7, 245-249, 500, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and applicable IWC Wage Orders. The Parties agree that there shall be no right for any Aggrieved Employees to opt out or otherwise exclude themselves from the PAGA Released Claims pursuant to Labor Code Section 2698. The Parties intend and agree that the Final Approval Order and the Judgment entered as a result of this Settlement shall have res judicata and preclusive effect to the fullest extent allowed by law and shall also be effective to adjudicate and release the claims and/or rights of the LWDA to recover PAGA civil penalties against the Releasees on behalf of the Aggrieved Employees for any PAGA Released Claims (i.e., the Judgment on this Settlement will have *res judicata* effect with respect to the PAGA Released Claims as to Aggrieved Employees, the LWDA, and State of the California, whether pursued directly by the LWDA or by a representative pursuant to PAGA).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. **Individual Class Payments.** The Settlement Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Class Period Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Class Period Workweeks worked by each individual Participating Class Member.

2. **Individual PAGA Payments.** The Settlement Administrator will calculate Individual PAGA Payments by (a) dividing $2,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

3. **Workweek/Pay Period Challenges.** The number of workweeks you worked during the Class Period and the number of pay periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until __________ to challenge the number of Class Period Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by sending a letter to the Settlement Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Class Period Workweeks and/or PAGA Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Settlement Administrator will review the records and provide recommendation to Class Counsel and Defendant's Counsel who will then engage in a discussion to resolve the workweek and/or pay period dispute.. If your challenge is rejected, you may present the same evidence supporting the workweek and/or pay period challenge to the Court for review.

5. HOW WILL I GET PAID?

1. **Participating Class Members**. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., Class Members who don't opt-out) and all Class Members who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment (if any).

2. **Non-Participating Class Members**. The Administrator will send, by U.S. mail, a single individual share of the PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member who is eligible as an Aggrieved Employee).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible. Section **9** of this Notice has the Settlement Administrator's contact information.

6. HOW DO I OPT OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, contact information (address, email address and/or telephone number), social security number, and a statement that you do not want to participate in the Settlement or that you want to exclude yourself from the Settlement. The Settlement Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request and identify the Action in a way that is clear. You must make the request yourself or through an authorized representative. The Settlement Administrator must be sent your request to be excluded by ______________, or it will be invalid. Section **9** of the Notice has the Settlement Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the ______________ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and a request for awards of fees, litigation expenses and a service payment to Plaintiff stating (i) the amount Class Counsel is requesting for the Fee Award and the Costs Award; and (ii) the amount Plaintiff is requesting as a Service Award.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and for awards of fees and costs to Class Counsel and a service payment to Plaintiff may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Settlement Administrator is ______________. Be sure to tell the Settlement Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action and include your name, address and email address or telephone number and sign the objection. Section **9** of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally hire a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts and law that support your objection. See Section **8** of this Notice (below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on ______________ at ________ in Department 606 of the San Francisco Superior Court, located at 400 McAllister Street, San Francisco, California 94102. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the GSA will be paid to Class Counsel, Plaintiff, and the Settlement Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) the Final Approval Hearing.

It's possible the Court will reschedule the Final Approval Hearing. You should contact the Settlement Administrator or Class Counsel to verify the date and time of the Final Approval Hearing if you are planning to attend the hearing or have your own lawyer attend.

9. HOW CAN I GET MORE INFORMATION?

The Agreement summarizes everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Settlement Administrator's website at ________________________. You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below or consult the San Francisco Superior Court website.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

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Julie Sohyun Oh
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2029 Century Park East, Suite 1100
Los Angeles, CA 90067
Phone: (310) 909-7775

Settlement Administrator:

Name of Company: ILYM, Group, Inc
Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Settlement Administrator if you move or change your mailing address.

EXHIBIT 2

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
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Attorneys for Plaintiff Andrew Walker

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

ANDREW WALKER, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

RELIANT PROPERTY MANAGEMENT, INC., a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CGC-24-614063

[Filed as a matter of right pursuant to Labor Code Section 2699.2(a)(2)(C)]

SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT:

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203, 227.3];
7. Failure to Timely Pay Wages [Cal. Lab. Code § 204]
8. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and
9. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.].
10. Civil Penalties Under PAGA [Cal. Lab. Code §2699, et seq.].

DEMAND FOR JURY TRIAL

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Plaintiff Andrew Walker ("Plaintiff"), based upon facts that either have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further investigation and discovery, alleges as follows:

INTRODUCTION & PRELIMINARY STATEMENT

1. Plaintiff brings this action against Defendants Reliant Property Management, Inc., and Does 1 through 10 (collectively referred to as "Defendants") for California Labor Code violations and unfair business practices stemming from Defendants' failure to pay minimum wages, failure to pay overtime wages and double time wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to maintain accurate records of hours worked and meal periods, failure to timely pay all wages during employment and to terminated employees, failure to indemnify necessary business expenses, and failure to furnish accurate wage statements.

2. Plaintiff brings the First through Eighth Causes of Action individually and as a class action on behalf of himself and certain current and former employees of Defendants (hereinafter collectively referred to as the "Class" or "Class Members" and defined more fully below). The Class consists of Plaintiff and all other persons who have been employed by any Defendants in California as an hourly-paid, non-exempt employeeduring the statute of limitations period applicable to the claims pleaded here.

3. Plaintiff brings the Ninth Cause of Action as a representative action under the California Private Attorney General Act ("PAGA") to recover civil penalties that are owed to Plaintiff, the State of California, and past and present non-exempt, hourly-paid employees of Defendants who worked in California during the applicable statute of limitations period (hereinafter referred to as the "Aggrieved Employees").

4. Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including San Francisco County. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

5. Despite these requirements, throughout the statutory period Defendants maintained a systematic, company-wide policy and practice of:

(a) Failing to pay employees for all hours worked, including all minimum wages, overtime and double time wages using the regular rate of pay in compliance with the California Labor Code and IWC Wage Orders;

(b) Failing to provide employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failing to maintain accurate records of all meal periods taken or missed, and failing to pay an additional hour's pay for each workday a meal period violation occurred using the regular rate of pay;

(c) Failing to authorize and permit employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failing to pay an additional hour's pay for each workday a rest period violation occurred using the regular rate of pay;

(d) Failing to indemnify employees for necessary business expenses incurred;

(e) Willfully failing to pay employees all minimum wages, overtime wages, double time wages, vacation, paid sick leave, meal period premium wages, and rest period premium wages using the regular rate of pay due within the time period specified by California law during employment and when employment terminates; and

(f) Failing to maintain accurate records of the hours that employees worked.

(g) Failing to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders.

6. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff, the Class, and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior".

THE PARTIES

A. Plaintiff

8. Plaintiff is a California resident that worked for Defendants in the County of San Francisco, State of California, as an assistant property manager during the statutory period.

9. Plaintiff reserves the right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

10. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendants are:

(a) Business entities with their principal places of business in San Francisco, California.

(b) Business entities conducting business in numerous counties throughout the State of California, including in San Francisco County;

(c) The former employers of Plaintiff, and the current and/or former employers of the putative Class. Defendants suffered and permitted Plaintiff, the Class, and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions; and

(d) At all times mentioned herein, Defendants are and were the joint employers of Plaintiff, the Class, and the Aggrieved Employees.

11. Plaintiff does not currently know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the

damages suffered by Plaintiff, the Class, and the Aggrieved Employees as alleged herein. Plaintiff will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

12. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiff, the Class, and the Aggrieved Employees in the State of California.

13. Plaintiff is informed and believes and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the other employees described in the class definitions below, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

14. Plaintiff is a California resident who worked for Defendants in the County of San Francisco, State of California, as a caregiver during the statutory period. During the statutory period, Defendants classified Plaintiff as non-exempt from California's overtime requirements, and paid Plaintiff an hourly wage.

15. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours worked (including minimum wages, overtime wages, and double time wages) calculated in

the amounts as specified by law (i.e., failing to include commissions, bonuses, incentive pay, and other non-discretionary pay in the regular rate calculation), failed to pay Plaintiff earned vacation, failed to provide Plaintiff with uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all wages during employment and final wages to Plaintiff when Defendants terminated Plaintiff's employment, failed to pay reporting time pay, and failed to furnish accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience working for Defendants was typical and illustrative.

16. Throughout the statutory period, Defendants maintained a policy and practice of not paying Plaintiff, the Class, and the Aggrieved Employees for all hours worked, including all vacation, overtime wages, and double time wages. Plaintiff, the Class, and the Aggrieved Employees were required to work "off the clock" and uncompensated. For example, Plaintiff, the Class, and the Aggrieved Employees were required to log into work through computers that would take time in order to go through the login process, off the clock and uncompensated. Also, Plaintiff, the Class, and the Aggrieved Employees were required to post flyers after clocking out of work, off the clock and uncompensated.

17. Throughout the statutory period, Defendants have wrongfully failed to provide Plaintiff, the Class, and the Aggrieved Employees with legally compliant meal periods and/or pay meal period premiums using the regular rate. Defendants sometimes, but not always, required Plaintiff, the Class, and the Aggrieved Employees to work in excess of five consecutive hours a day without providing 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff, the Class, 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. Defendants also did not adequately inform Plaintiff, the Class, and the Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Further, Defendants did not permit Plaintiff, the Class, and the Aggrieved Employees to leave the premises during their meal breaks. Accordingly, Defendants' policy and practice was to not

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

18. Throughout the statutory period, Defendants have wrongfully failed to authorize and permit Plaintiff, the Class, and the Aggrieved Employees to take timely and duty-free rest periods and/or pay rest period premiums using the regular rate. Defendants sometimes, but not always, required Plaintiff, the Class, 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, the Class, and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendants also did not adequately inform Plaintiff, the Class, and the Aggrieved Employees of their right to take a rest period. Moreover, Defendants did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff, the Class, and the Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the timing of rest periods. Defendants also did not have adequate policies or practices to verify whether Plaintiff, the Class, and the Aggrieved Employees were taking their required rest periods. Further, Defendants did not maintain accurate records of employee work periods, and therefore Defendants cannot demonstrate that Plaintiff, the Class, and the Aggrieved Employees took rest periods during the middle of each work period. Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiff, the Class, and the Aggrieved Employees to take rest periods in compliance with California law.

19. Throughout the statutory period, Defendants wrongfully required Plaintiff, the Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants without reimbursement, such as the purchase of facemasks, COVID-related supplies, home office equipment, uniforms, required clothing, equipment, vehicle usage, and the use of personal cellular telephones for work purposes. Although some reimbursement was provided for cellular telephones, sufficient reimbursement was not provided.

20. Throughout the statutory period, Defendants failed to furnish Plaintiff, the Class, and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages earned for hours worked, correct overtime and double time hours worked, correct earned vacation, correct paid sick leave, correct wages for meal periods that were not provided in accordance with California law, correct wages for rest periods that were not authorized and permitted to take in accordance with California law, and Defendant's address). Further, the wage statements do not show Defendant's address as required by California law. As a result of these violations of California Labor Code § 226(a), the Plaintiff, the Class, and the Aggrieved Employees suffered injury because, among other things:

(a) the violations led them to believe that they were not entitled to be paid minimum wages, overtime wages, double time wages, meal period premium wages, and rest period premium wages to which they were entitled, even though they were entitled;

(b) the violations led them to believe that they had been paid the minimum, overtime, double time, meal period premium, and rest period premium wages, even though they had not been;

(c) the violations led them to believe they were not entitled to be paid minimum, overtime, double time, meal period premium, and rest period premium wages at the correct California rate even though they were;

(d) the violations led them to believe they had been paid minimum, overtime, double time, meal period premium, and rest period premium wages at the correct California rate even though they had not been;

(e) the violations hindered them from determining the amounts of minimum, overtime, double time, meal period premium, and rest period premium owed to them;

(f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;

(g) by understating the wages truly due them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;

(h) the wage statements inaccurately understated the wages, hours, and wages rates to which Plaintiff, the Class, and the Aggrieved Employees were entitled, and Plaintiff, the Class, and the Aggrieved Employees were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiff, the Class, and the Aggrieved Employees are owed the amounts provided for in California Labor Code § 226(e), including actual damages.

CLASS ACTION ALLEGATIONS

21. Plaintiff brings certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seek class certification under California Code of Civil Procedure § 382.

22. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

23. The proposed Class consists of and is defined as:

> All persons who worked for any Defendant in California as an hourly, non-exempt employee at any time during the period beginning four years before the filing of the initial complaint in this action and ending when notice to the Class is sent.

24. At all material times, Plaintiff was a member of the Class.

25. Plaintiff undertakes this concerted activity to improve the wages and working conditions of all Class Members.

26. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

(a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiff at this time, however, the Class is estimated to be greater than 100 individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.

(b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all Class Members' claims as demonstrated herein.

(c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no conflicts with or interests antagonistic to any Class Member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: A Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;

2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;

3) The desirability or undesirability of concentrating the litigation of

the claims in the particular forum; and

4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

27. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

(a) Failed to pay Class Members for all hours worked, including but not limited to "off the clock" work, donning and doffing, rounding, time shaving/editing, split shifts, on-call time, reporting time, and minimum, overtime wages and double time wages;

(b) Failed to provide meal periods and pay meal period premium wages to Class Members;

(c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;

(d) Failed to timely pay all wages, including vacation, during employment and pay all wages, including vacation, due to Class Members upon their discharge or resignation;

(e) Failed to maintain accurate records of all hours Class Members worked, and all meal periods Class Members took or missed;

(f) Failed to reimburse Class Members for all necessary business expenses; and

(g) Violated California Business & Professions Code §§ 17200 *et. seq*. as a result of their illegal conduct as described above.

28. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

(a) The questions of law and fact common to the Class predominate over any question affecting only individual members;

(b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;

(c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;

(d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;

(e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;

(f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:

1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or

2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other

members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,

(g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

29. Plaintiff contemplates the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiff would contemplate the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

(Against all Defendants for Failure to Pay Minimum Wages for All Hours Worked)

30. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 29 in this Complaint.

31. "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.

32. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiff and the Class compensation for all hours they worked calculated in the amounts specified by law. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of Section 1194 of the California Labor Code, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

33. Accordingly, Plaintiff and the Class are entitled to recover minimum wages for all non-overtime hours worked for Defendants.

34. By and through the conduct described above, Plaintiff and the Class have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

35. By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class, but which exceed the jurisdictional minimum of this Court, and which will be ascertained according to proof at trial.

36. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiff and the Class.

37. Pursuant to California Labor Code section 1194.2, Plaintiff and the Class are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

38. California Labor Code section 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates required by law, including minimum wages. However, during all such times, Defendants systematically failed and refused to pay Plaintiff and the Class all such wages due, and failed to pay those wages twice a month.

39. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

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SECOND CAUSE OF ACTION

(Against all Defendants for Failure to Pay Overtime Wages)

40. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 29 in this Complaint.

41. California 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.

42. California Labor Code §§ 1194 and 1198 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, California Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

43. At all times relevant hereto, Plaintiff and the Class have worked more than eight hours in a workday, as employees of Defendants.

44. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class overtime and double time compensation calculated in the amounts specified by law for the hours they have worked in excess of the maximum hours permissible by law as required by California Labor Code § 510 and 1198. Plaintiff and the Class are regularly required to work overtime hours.

45. By virtue of Defendants' unlawful failure to pay additional premium rate compensation to the Plaintiff and the Class for their overtime hours worked, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to them but which exceed the jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

46. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation due to Plaintiff and the Class.

47. Plaintiff and the Class also request recovery of overtime compensation according to

proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other statutes.

48. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. The Wage Orders also provide that every employer shall pay to each employee, on the established payday for the period involved, overtime wages and double time wages for all overtime or double time hours worked in the payroll period. Defendants failed to provide Plaintiff and the Class with all compensation due, in violation of California Labor Code § 204.

<u>THIRD CAUSE OF ACTION</u>

(Against All Defendants for Failure to Provide Meal Periods)

49. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 29 in this Complaint.

50. Under California law, Defendants have an affirmative obligation to relieve the Plaintiff and the Class of all duty in order to take their first daily meal periods no later than the start of Plaintiff and the Class's sixth hour of work in a workday, and to take their second meal periods no later than the start of the eleventh hour of work in the workday. Section 512 of the California Labor Code, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least 30 minutes for each five-hour period worked. It is a violation of Section 226.7 of the California Labor Code for an employer to require any employee to work during any meal period mandated under any Wage Order.

51. Despite these legal requirements, Defendants regularly failed to provide Plaintiff and the Class with both meal periods as required by California law and failed to calculate pay for meal period premiums in the amounts specified by law. By their failure to permit and authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and the applicable Wage Orders.

52. Under California law, Plaintiff and the Class are entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s), plus interest thereon.

FOURTH CAUSE OF ACTION

(Against All Defendants for Failure to Authorize and Permit Rest Periods)

53. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 29 in this Complaint.

54. Defendants 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). Section 512 of the California Labor Code, the applicable Wage Orders require that the employer permit and authorize all employees to take paid rest periods of 10 minutes each for each 4-hour period worked. 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. It is a violation of Section 226.7 of the California Labor Code for an employer to require any employee to work during any rest period mandated under any Wage Order.

55. Despite these legal requirements, Defendants failed to authorize Plaintiff and the Class to take rest breaks, regardless of whether employees worked more than 4 hours in a workday and failed to calculate pay for meal period premiums in the amounts specified by law. By their failure to permit and authorize Plaintiff and the Class to take rest periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and the applicable Wage Orders.

56. Under California law, Plaintiff and the Class are entitled to be paid one hour of premium wages rate for each workday he or she was not provided with all required rest break(s), plus interest thereon.

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FIFTH CAUSE OF ACTION

(Against All Defendants for Failure to Indemnify Necessary Business Expenses)

57. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 29 in this Complaint.

58. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by failing to pay and indemnify the Plaintiff and the Class for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

59. As a result, Plaintiff and the Class were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

60. Plaintiff and the class they represent are entitled to attorney's fees, expenses, and costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section 2802(b).

SIXTH CAUSE OF ACTION

(Against all Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)

61. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 29 in this Complaint.

62. At all times herein set forth, California 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. In addition, Labor Code section 227.3 requires employers to pay employees for all unused vested vacation time at their final rate of pay upon termination of their employment.

63. Within the applicable statute of limitations, the employment of Plaintiff and many other members of the Class 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 continue to fail to pay terminated Class Members, without abatement, all wages required to be paid by California Labor Code sections 201 and 202 and all vacation earned required to be paid by California Labor Code section 227.3 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

64. Defendants' failure to pay Plaintiff and those Class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and 202.

65. California 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.

66. Plaintiff and the Class 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 California Labor Code § 203.

67. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiff and the Class are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SEVENTH CAUSE OF ACTION

(Against All Defendants for Failure to Timely Pay Wages)

68. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 29 in this Complaint.

69. At all times herein set forth, Labor Code § 204 requires employers to pay employees all earned wages two times per month.

70. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal

period premium wages owed, rest period premium wages owed, overtime and double time premiums, vacation, and wages owed for hours worked.

71. 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, all overtime and double time wages, all vacation, and all wages for all hours worked.

72. As a result, Defendants owe employees the legally required wages for such unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

73. 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.

74. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiff and the Class are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

EIGHTH CAUSE OF ACTION

(Against all Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

75. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 29 in this Complaint.

76. At all material times set forth herein, California 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.

77. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements reflecting earned and/or available vacation and paid sick leave in violation of California Labor Code §§ 226 and 245-249.

78. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiff and the Class, the failure to list the true "total hours worked by the employee," and the failure to list the true net wages earned.

79. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff and the Class have suffered injury and damage to their statutorily-protected rights.

80. Specifically, Plaintiff and the members of the Class have been injured by Defendants' intentional violation of California Labor Code § 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code § 226(a).

81. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendants' refusal to comply with many of the mandates of California's Labor Code and related laws and regulations.

82. Plaintiff and the Class are entitled to recover from Defendants their actual damages caused by Defendants' failure to comply with California Labor Code § 226(a).
Plaintiff and the Class are also entitled to injunctive relief, as well as an award of attorney's fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

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NINTH CAUSE OF ACTION

(Against all Defendants for Violation of California Business & Professions Code §§ 17200, et seq.)

83. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 29 in this Complaint.

84. Defendants, and each of them, are "persons" as defined under California Business & Professions Code § 17201.

85. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

86. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, *et seq*.

87. A violation of California Business & Professions Code §§ 17200, *et seq*. may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business &Professions Code §§ 17200, *et seq*.

Failure to Pay Minimum Wages

88. Defendants' failure to pay minimum wages, vacation, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq*.

Failure to Pay Overtime Wages

89. Defendants' failure to pay overtime and double time compensation calculated in the amounts specified by law and other benefits in violation of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business &

Professions Code §§ 17200, *et seq*.

Failure to Pay Paid Sick Leave

90. Defendants' failure to pay earned paid sick leave in violation of California Labor Code §§ 245-249 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq*.

Failure to Maintain Accurate Records of All Hours Worked

91. Defendants' failure to maintain accurate records of all hours worked in accordance with California Labor Code § 1174.5 and the IWC Wage Orders, including but not limited to IWC Order § 7(A)(3), constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq*.

Failure to Provide Meal Periods

92. Defendants' failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq*.

Failure to Authorize and Permit Rest Periods

93. Defendants' failure to authorize and permit rest periods in accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq*.

Failure to Indemnify Necessary Business Expenses

94. Defendants' failure to indemnify employees for necessary business expenses in accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq*.

Failure to Pay Wages Timely During Employment and at Termination

Defendants' failure to pay wages timely during employment in accordance with California Labor Code § 204, as alleged above, and Defendants' failure to pay wages timely at termination in accordance with California Labor Code §§ 201-203 and 227.3, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq*.

Failure to Provide Accurate Itemized Wage Statements

95. Defendants' failure to provide accurate itemized wage statements in accordance with California Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq*.

96. By and through their unfair, unlawful and/or fraudulent business practices described herein, the Defendants, have obtained valuable property, money and services from Plaintiff, and all persons similarly situated, and have deprived Plaintiff, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

97. Plaintiff and the Class Members suffered monetary injury as a direct result of Defendants' wrongful conduct.

98. Plaintiff, individually, and on behalf of members of the putative Class, is entitled to, and do, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and the Class are not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

99. Plaintiff, individually, and on behalf of members of the putative class, are further entitled to and do seek a declaration that the above described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

100. Plaintiff, individually, and on behalf of members of the putative class, have no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff, individually, and on behalf of members of the putative Class, has suffered and

will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

101. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance and other withholdings.

102. Pursuant to California Business & Professions Code §§ 17200, *et seq*., Plaintiff and putative Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

TENTH CAUSE OF ACTION

(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 et seq.)

103. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 20 in this Complaint.

104. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

105. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3."

106. Plaintiff has exhausted his administrative remedies pursuant to California Labor Code § 2699.3. Pursuant to §2698 *et. seq*., on April 15, 2024, he gave written notice by online filing to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiff and certain current and former aggrieved employees, including the facts and theories to support the violations. Plaintiff also paid the filing fee. Plaintiff's PAGA case number is LWDA-CM- 1022220-24. Plaintiff later filed an amended notice online with the Labor and Workforce Development Agency, a true and accurate copy of which is attached as "Exhibit 1" hereto, and the allegations in such amended notice are incorporated by reference herein.

107. More than 65 days has elapsed since Plaintiff provided notice, but the Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 558, and 2699(f)(2).

108. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code § 2699, et seq. because of Defendant's violation of Labor Code §§ 201-203, 204, 206, 210, 218.5, 218.6, 223, 226, 226(a), 226(e), 226.3, 226.7, 226.8, 245-248.5, 249, 432, 500, 510, 512, 512(a), 515(a), 558, 1174(d), 1174.5, 1182.12, 1194, 1194.2. 1197, 1197.1, 1198, 1198.5, 1199, 2753, 2800, 2802, 6401.7 and 6401.9, and applicable wage orders, including but not limited to IWC Order 5 and IWC Order 4, and applicable sections thereof, including but not limited to, IWC Order § 7(A)(3),California Code of Regulations § 11050(5)(A) and § 11050(4)(C)which call for civil penalties.

109. In addition, Plaintiff seeks penalties for Defendants' violation of California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable Wage Orders, including but not limited to IWC Order 5 and IWC Order 4, and

applicable sections thereof, including but not limited to 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. Additionally, pursuant to the applicable Wage Orders, including but not limited to IWC Order 5 and IWC Order 4, and applicable sections thereof, including but not limited to IWC Order § 7(A)(5), every employer shall keep total hours worked in the payroll period and applicable rates of pay.

110. During the time period of employment for Plaintiff and the Aggrieved Employees, Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to maintain accurate records showing meal periods. 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. 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. Because 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.

111. Based on the conduct described in this Complaint, Plaintiff is entitled to an award of civil penalties on behalf of himself, the State of California, and similarly Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

112. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in

any action shall be entitled to an award of reasonable attorney's fees and costs."

PRAYER FOR RELIEF

Plaintiff, individually, and on behalf of all others similarly situated only with respect to the class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action with respect to the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;

2. That Plaintiff be appointed as the representative of the Class; and

3. That counsel for Plaintiff be appointed as Class Counsel.

As to the First Cause of Action

4. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum wages due;

5. For general unpaid wages as may be appropriate;

6. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

7. For liquidated damages;

8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime and double time wages due;

11. For general unpaid wages at overtime and double time wage rates as may be appropriate;

12. For pre-judgment interest on any unpaid overtime and double time compensation

commencing from the date such amounts were due;

13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

14. For such other and further relief as the Court may deem equitable and appropriate.

<u>As to the Third Cause of Action</u>

15. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

16. For unpaid meal period premium wages as may be appropriate;

17. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and

19. For such other and further relief as the Court may deem equitable and appropriate.

<u>As to the Fourth Cause of Action</u>

20. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

21. For unpaid rest period premium wages as may be appropriate;

22. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and

24. For such other and further relief as the Court may deem equitable and appropriate.

<u>As to the Fifth Cause of Action</u>

25. That the Court declare, adjudge and decree that Defendants violated Labor Code § 2802 and the IWC Wage Orders;

26. For general unpaid wages and reimbursement of business expenses as may be appropriate;

27. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

28. For reasonable attorneys' fees and for costs of suit incurred herein; and

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, 203, 227.3 and 245-249 by willfully failing to pay all compensation, including vacation, owed at the time of termination of the employment;

31. For statutory wage penalties pursuant to California Labor Code § 203 for former employees who have left Defendants' employ;

32. For pre-judgment interest on any unpaid wages from the date such amounts were due;

33. For reasonable attorneys' fees and for costs of suit incurred herein; and

34. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code § 204 by willfully failing to pay all compensation, including vacation, owed during employment;

36. For statutory wage penalties pursuant to California Labor Code § 210;

37. For pre-judgment interest on any unpaid wages from the date such amounts were due;

38. For reasonable attorneys' fees and for costs of suit incurred herein; and

39. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

40. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

41. For penalties and actual damages pursuant to California Labor Code § 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

43. For reasonable attorneys' fees and for costs of suit incurred herein; and

44. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

45. That the Court declare, adjudge and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq*. by failing to pay wages for all hours worked (including minimum, overtime wages and double time wages), failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, and failing to maintain accurate records of all hours worked and meal periods, failing to furnish accurate wage statements, and failing to indemnify necessary business expenses;

46. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment interest from the day such amounts were due and payable;

47. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq*.;

48. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

49. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq*.; and,

50. For such other and further relief as the Court may deem equitable and appropriate.

As to the Tenth Cause of Action

51. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay all wages owed, including vacation, paid sick leave, overtime, double time, failure to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, failing to pay final wages at termination, and failing to furnish accurate wage statements;

52. For all actual, consequential and incidental losses and damages, according to proof;

53. For all civil penalties pursuant to California Labor Code § 2699, et seq., and all other applicable Labor Code provisions;

54. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 2699; and,

55. For such other and further relief as the Court may deem equitable and appropriate.

As to all Causes of Action

56. For any additional relief that the Court deems just and proper.

Dated: September 10, 2025

Respectfully submitted,

MOON LAW GROUP, PC

By: ______________________

Kane Moon
Allen Feghali
Julie S. Oh
Jamie C. Osganian
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: September 10, 2025

MOON LAW GROUP, PC

By: ______________________

Kane Moon
Allen Feghali
Julie S. Oh
Jamie C. Osganian
Attorneys for Plaintiff

EXHIBIT 1

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Kane Moon, Esq.
Kmoon@moonlawgroup.com

September 10, 2025

VIA ONLINE SUBMISSION
Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

VIA CERTIFIED MAIL
Reliant Property Management, Inc.
601 California Street, Suite 1150
San Francisco, CA 94108

Amended Notice of Labor Code Violations and PAGA Penalties
Case No. LWDA-CM-1022220-24

Re: ***Andrew Walker v. Reliant Property Management, Inc.***

To Whom It May Concern:

Please be advised that my office has been retained by Andrew Walker ("Plaintiff") to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer, Reliant Property Management, Inc. ("Defendant"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant's aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of Plaintiff 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 Defendant 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 Defendant suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff's Employment with Defendant

Defendant owns and operates an industry, business, and establishment within the State of California, including San Francisco County. As such, Defendantis subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission ("IWC").

Plaintiff worked for Defendant as an assistant property manager during the statutory period, primarily in San Francisco and Solano County. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked 5 to 6 days per week, and in excess of 8 hours each workday.

Throughout Plaintiff's employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendant 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 period, Defendants maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime wages, double time wages, and reporting time pay in amounts specified by law (i.e., failing to include commissions, bonuses, incentive pay, and other non-discretionary pay in the regular rate calculation). Plaintiff and the Aggrieved Employees were required to work "off the clock" and uncompensated. For example, Defendants engaged in the practice of rounding, time shaving, editing and/or manipulation of time entries, split shifts, and auto-deduction of meal periods. Finally, Defendants failed to pay minimum wages, overtime, double time, sick pay, on-call pay, and other compensation at the accurate rate. This included the failure to include non-discretionary bonuses, incentive compensation, and shift differentials into Plaintiff's and the Class's regular rate.

for "off the clock" work, donning and doffing, rounding, time shaving/editing, split shifts, on-call time, reporting time, paid sick leave, and minimum, overtime wages and double time wages). Plaintiff and the Aggrieved Employees were required to log into work through computers that would take time in order to go through the login process, off the clock and uncompensated. Also, Plaintiff and the Aggrieved Employees were required to post flyers and engage in other work activities before and after clocking out of work, off the clock and uncompensated.

As a result, Defendant is 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, in amounts specified by law.

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, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant 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. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Moreover, Defendant did not have adequate written policies or practices providing meal periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of meal periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required meal periods. Accordingly, Defendant's 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). Defendant, 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, Defendant is 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.

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant 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. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a rest period. Moreover, Defendant did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of rest periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required rest periods. Further, Defendant did not maintain accurate records of employee work periods, and therefore Defendant cannot demonstrate that Plaintiff and the Aggrieved Employees took rest periods during the middle of each work period. Accordingly, Defendant's 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). Defendant, 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, Defendant 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, Vacation, Paid Sick Leave, and Meal Periods

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.

Defendant, however, failed to maintain accurate records of hours worked, all meal periods taken or missed, vacation earned and available for use, and paid sick leave earned and available for use by Plaintiff and the Aggrieved Employees.

Defendant's 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 Defendant's 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 Defendant. 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 Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's 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, Defendant is 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 in 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, such as the purchase of facemasksCOVID-related supplies, reimbursement for internet use, home office equipment, uniforms, required clothing, equipment, vehicle usage and home office, and the use of personal cellular telephones for work purposes. Although some reimbursement was provided for cellular telephones, sufficient reimbursement was not provided.

Failure to Comply with Paid Sick Leave Requirements

Labor Code § 246 provides that employees are to accrue one (1) hour of sick leave for every thirty (30) hours worked. The statute further provides that provides that "an employee shall be entitled to use accrued paid sick days beginning on the 90th day of employment, after which day the employee may use paid sick days as they are accrued."

Plaintiff and Aggrived Employees were employees working for Defendant for 30 or more days within the year and were entitled to accrue and take paid sick leave, including COVID supplemental paid sick leave, in accordance with the Labor Code. Throughout the statutory period, Defendant did not provide Plaintiff and Agrieved Employees with at least 24 hours or three days of paid sick leave per year as required by statute.

Accordingly, Plaintiff and similarly Aggrived Employees are entitled to the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars ($250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars ($4,000).

Also, California Labor Code § 245-249 requires employers to permit employees to earn and use paid sick leave, put employees on notice of their rights, maintain accurate records regarding paid sick leave accruals and use, and report accurate paid sick leave balances to employees.

During the statutory period, Defendant maintained a policy and practice of failing to provide employees notice of their paid sick leave rights, failing to maintain accurate records of earned and used paid sick leave, failing to permit employees to earn paid sick leave correctly, failing to pay earned paid sick leave correctly, and failing to report to Plaintiff and the Aggrieved Employees the correct amount of paid sick leave during employment and at termination.

Failure to Pay All Accrued Vacation Wages at Termination

Labor Code § 227.3 requires employers to pay employees for all unused vested vacation time at their final rate of pay upon termination of their employment.

During the statutory period, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees the correct amount of vacation pay owed at the termination of employment. For instance, when Plaintiff's employment with Defendant terminated, he was owed vacation wages at his true final wage rate on his final pay check from Defendant even though he had accrued unused vacation time. On information and belief, Defendant's failure to pay Plaintiff the correct amount of vacation pay was not a single, isolated incident, but was instead part of Defendant's policy and practice that applied to the Aggrieved Employees.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to pay all accrued vacation wages at termination.

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 other Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated 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 Defendant's employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

Defendant'sconduct 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 Defendant 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, Defendant is 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).)

Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify hourly rates, the failure to correctly list gross wages earned, and 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. Defendant also failed to provide employees with complete and accurate information as to their vacation and paid sick leave accruals and use.

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

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

Moreover, Defendant is 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, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, overtime premiums, sick leave pay, and wages owed for hours worked. However, during all such times, Defendant 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 Defendant, all wages for all rest periods not authorized and permitted by Defendant, all unpaid overtime wages, all unpaid sick leave, and all wages for all hours worked. As a result, Defendant owes employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is 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 Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 and applicable Wage Orders by failing to pay for all hours worked, including minimum wages, straight time wages, overtime wages, double time wages, and reporting time payin amounts specified by law;

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 § 245-249 by failing to permit employees to earn and use paid sick leave, put employees on notice of their rights, maintain accurate records regarding paid sick leave accruals and use, and report accurate paid sick leave balances;

7. Labor Code § 227.3 by failing to pay all vacation wages at termination;

8. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;

9. Labor Code § 226 by failing to provide accurate itemized wage statements; and

10. 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, 226.3, § 245-249, 558, 1174.5, 1197.1, 2802, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to itscorporate address, as indicated on the first page.

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

Sincerely,

MOON LAW GROUP, PC

Kane Moon, Esq.
Attorney at Law

EXHIBIT 3

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September 10, 2025

VIA ONLINE SUBMISSION
Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

VIA CERTIFIED MAIL
Reliant Property Management, Inc.
601 California Street, Suite 1150
San Francisco, CA 94108

Amended Notice of Labor Code Violations and PAGA Penalties
Case No. LWDA-CM-1022220-24

Re: ***Andrew Walker v. Reliant Property Management, Inc.***

To Whom It May Concern:

Please be advised that my office has been retained by Andrew Walker ("Plaintiff") to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer, Reliant Property Management, Inc. ("Defendant"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant's aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of Plaintiff 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 Defendant 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 Defendant suffered the Labor Code violations described below.

<u>Factual Background Regarding Plaintiff's Employment with Defendant</u>

Defendant owns and operates an industry, business, and establishment within the State of California, including San Francisco County. As such, Defendantis subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission ("IWC").

Plaintiff worked for Defendant as an assistant property manager during the statutory period, primarily in San Francisco and Solano County. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked 5 to 6 days per week, and in excess of 8 hours each workday.

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

<u>Failure to Pay for All Hours Worked, Including Overtime</u>

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 period, Defendants maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including all overtime wages, double time wages, and reporting time pay in amounts specified by law (i.e., failing to include commissions, bonuses, incentive pay, and other non-discretionary pay in the regular rate calculation). Plaintiff and the Aggrieved Employees were required to work "off the clock" and uncompensated. For example, Defendants engaged in the practice of rounding, time shaving, editing and/or manipulation of time entries, split shifts, and auto-deduction of meal periods. Finally, Defendants failed to pay minimum wages, overtime, double time, sick pay, on-call pay, and other compensation at the accurate rate. This included the failure to include non-discretionary bonuses, incentive compensation, and shift differentials into Plaintiff's and the Class's regular rate.

for "off the clock" work, donning and doffing, rounding, time shaving/editing, split shifts, on-call time, reporting time, paid sick leave, and minimum, overtime wages and double time wages). Plaintiff and the Aggrieved Employees were required to log into work through computers that would take time in order to go through the login process, off the clock and uncompensated. Also, Plaintiff and the Aggrieved Employees were required to post flyers and engage in other work activities before and after clocking out of work, off the clock and uncompensated.

As a result, Defendant is 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, in amounts specified by law.

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, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant 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. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Moreover, Defendant did not have adequate written policies or practices providing meal periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of meal periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required meal periods. Accordingly, Defendant's 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). Defendant, 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, Defendant is 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.

<u>Failure to Authorize and Permit Rest Periods</u>

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.

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant 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. Defendant did not adequately inform Plaintiff and the Aggrieved Employees of their right to take a rest period. Moreover, Defendant did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of rest periods. Defendant also did not have adequate policies or practices to verify whether Plaintiff and the Aggrieved Employees were taking their required rest periods. Further, Defendant did not maintain accurate records of employee work periods, and therefore Defendant cannot demonstrate that Plaintiff and the Aggrieved Employees took rest periods during the middle of each work period. Accordingly, Defendant's 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). Defendant, 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, Defendant 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.

<u>Failure to Maintain Accurate Records of Hours Worked, Vacation, Paid Sick Leave, and Meal Periods</u>

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.

Defendant, however, failed to maintain accurate records of hours worked, all meal periods taken or missed, vacation earned and available for use, and paid sick leave earned and available for use by Plaintiff and the Aggrieved Employees.

Defendant's 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 Defendant's 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 Defendant. 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 Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's 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, Defendant is 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.

<u>Failure to Reimburse and Indemnify Expenses</u>

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in 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, such as the purchase of facemasksCOVID-related supplies, reimbursement for internet use, home office equipment, uniforms, required clothing, equipment, vehicle usage and home office, and the use of personal cellular telephones for work purposes. Although some reimbursement was provided for cellular telephones, sufficient reimbursement was not provided.

Failure to Comply with Paid Sick Leave Requirements

Labor Code § 246 provides that employees are to accrue one (1) hour of sick leave for every thirty (30) hours worked. The statute further provides that provides that "an employee shall be entitled to use accrued paid sick days beginning on the 90th day of employment, after which day the employee may use paid sick days as they are accrued."

Plaintiff and Aggrived Employees were employees working for Defendant for 30 or more days within the year and were entitled to accrue and take paid sick leave, including COVID supplemental paid sick leave, in accordance with the Labor Code. Throughout the statutory period, Defendant did not provide Plaintiff and Agrieved Employees with at least 24 hours or three days of paid sick leave per year as required by statute.

Accordingly, Plaintiff and similarly Aggrived Employees are entitled to the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars ($250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars ($4,000).

Also, California Labor Code § 245-249 requires employers to permit employees to earn and use paid sick leave, put employees on notice of their rights, maintain accurate records regarding paid sick leave accruals and use, and report accurate paid sick leave balances to employees.

During the statutory period, Defendant maintained a policy and practice of failing to provide employees notice of their paid sick leave rights, failing to maintain accurate records of earned and used paid sick leave, failing to permit employees to earn paid sick leave correctly, failing to pay earned paid sick leave correctly, and failing to report to Plaintiff and the Aggrieved Employees the correct amount of paid sick leave during employment and at termination.

Failure to Pay All Accrued Vacation Wages at Termination

Labor Code § 227.3 requires employers to pay employees for all unused vested vacation time at their final rate of pay upon termination of their employment.

During the statutory period, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees the correct amount of vacation pay owed at the termination of employment. For instance, when Plaintiff's employment with Defendant terminated, he was owed vacation wages at his true final wage rate on his final pay check from Defendant even though he had accrued unused vacation time. On information and belief, Defendant's failure to pay Plaintiff the correct amount of vacation pay was not a single, isolated incident, but was instead part of Defendant's policy and practice that applied to the Aggrieved Employees.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to pay all accrued vacation wages at termination.

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 other Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated 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 Defendant's employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

Defendant'sconduct 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 Defendant 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, Defendant is 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).)

Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify hourly rates, the failure to correctly list gross wages earned, and 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. Defendant also failed to provide employees with complete and accurate information as to their vacation and paid sick leave accruals and use.

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

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

Moreover, Defendant is 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, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, overtime premiums, sick leave pay, and wages owed for hours worked. However, during all such times, Defendant 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 Defendant, all wages for all rest periods not authorized and permitted by Defendant, all unpaid overtime wages, all unpaid sick leave, and all wages for all hours worked. As a result, Defendant owes employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is 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 Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 and applicable Wage Orders by failing to pay for all hours worked, including minimum wages, straight time wages, overtime wages, double time wages, and reporting time payin amounts specified by law;

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 § 245-249 by failing to permit employees to earn and use paid sick leave, put employees on notice of their rights, maintain accurate records regarding paid sick leave accruals and use, and report accurate paid sick leave balances;

7. Labor Code § 227.3 by failing to pay all vacation wages at termination;

8. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;

9. Labor Code § 226 by failing to provide accurate itemized wage statements; and

10. 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, 226.3, § 245-249, 558, 1174.5, 1197.1, 2802, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to itscorporate address, as indicated on the first page.

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

Sincerely,

MOON LAW GROUP, PC

Kane Moon, Esq.
Attorney at Law