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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

JOEL ROBLES, individually, and on
behalf of other members of the general
public similarly situated;

Plaintiff,

vs.

GLOBAL SECURITY MANAGEMENT
AGENCY, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. C22-00343

Honorable Edward G. Weil
Department 39

CLASS ACTION

**DECLARATION OF VARTAN MADOYAN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA SETTLEMENT**

Date: _____

Time: _____

Department: 39

Reservation ID: _____

Complaint Filed: February 23, 2022

FAC Filed: February 24, 2025

Trial Date: None Set

DECLARATION OF VARTAN MADOYAN

I, Vartan Madoyan, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Joel Robles (“Plaintiff”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

PROCEDURAL HISTORY

2. On February 23, 2022, Plaintiff filed the Class Action Complaint for Damages in the Superior Court for the County of Contra Costa, thereby commencing the above-captioned lawsuit.

3. On April 12, 2022, Defendant Global Security Management Agency, Inc. (“Defendant”) filed its Answer to Plaintiff’s Class Action Complaint for Damages.

4. On August 17, 2022, Plaintiff served Form Interrogatories—General (Set One), Special Interrogatories (Sets One and Two), Requests for Production of Documents (Set One), and Notices of Deposition of Person Most Knowledgeable at Defendant Global Security Management Agency and Requests for Production of Documents to Defendant.

5. On October 25, 2022, Defendant responded to Plaintiff’s Form Interrogatories—General (Set One), Special Interrogatories (Sets One and Two), and Requests for Production of Documents (Set One).

6. On June 21, 2023, the Parties participated in mediation with Brandon McKelvey, Esq., a well-respected mediator of complex wage and hour actions, but were originally unable to reach a resolution. With continued assistance and arms-length negotiations through Mr. McKelvey, however, and with his evaluations, the Parties were able to agree to the general terms of the settlement by accepting a Mediator’s proposal several months later. Following acceptance of the Mediator’s proposal, the Parties subsequently entered into a Memorandum of Understanding that further distilled the general terms of the Mediator’s proposal. Thereafter, and after extensive additional negotiations, both with my office and my co-counsel’s office, the Parties ultimately agreed upon the full and complete terms of the settlement that is described herein.

7. On May 24, 2024, Plaintiff provided notice by electronic upload to the Labor and

1 Workforce Development Agency (“LWDA”) and written notice by certified mail to Defendant of
2 the specific provisions of the California Labor Code that were alleged to be violated (“PAGA
3 Notice”). Marked and attached hereto as “**EXHIBIT 1**” is a true and correct copy of Plaintiff’s
4 PAGA Notice.

5 8. On August 14, 2024, Lawyers *for* Justice, PC associated Charles T. Sweeny of
6 Sweeny Law, PC, as co-counsel for Plaintiff.

7 9. On October 8, 2024, Plaintiff sought leave to file a First Amended Class Action
8 Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Lab. Code
9 § 2698, *Et Seq.* (“Operative Complaint”), adding a PAGA cause of action. The Court granted
10 Plaintiff leave to file the proposed First Amended Complaint on October 11, 2024, and Plaintiff filed
11 the Operative Complaint on February 24, 2025.

12 **THE PROPOSED SETTLEMENT**

13 10. On March 4, 2025 Plaintiff, individually and on behalf of all others similarly situated
14 and other aggrieved employees, on the one hand, and Defendant, on the other hand (together, the
15 “Parties”) entered into the Joint Stipulation of Class Action and PAGA Settlement and Release
16 (“Settlement,” “Agreement,” or “Settlement Agreement”), which is attached to the Declaration of
17 Charles T. Sweeny in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and
18 PAGA Settlement as “**Exhibit 1**.” The Parties and their counsel have approved the proposed Notice
19 of Class Action Settlement (“Class Notice”), which is attached to the Settlement Agreement as
20 “**Exhibit A**” and respectfully request that the Court approve it as well.

21 11. The Settlement provides for a Gross Settlement Amount of \$750,000.00 to be paid in
22 two installments on a non-reversionary basis. The Net Settlement Amount is the Gross Settlement
23 Amount less the following amounts, subject to approval by the Court: Attorneys’ Fees of up to 35%
24 of the Gross Settlement Amount (i.e. \$262,500.00 if the Gross Settlement Amount remains
25 \$750,000.00); reimbursement of actual costs and expenses associated with Class Counsel’s litigation
26 and settlement of the Action; Enhancement Payment to Plaintiff of \$10,000.00; Settlement
27 Administration Costs to the Settlement Administrator not to exceed \$15,000.00; and the PAGA
28 Amount of \$115,000.00. Assuming that the amounts allocated under the Settlement toward these

1 payments are awarded by the Court, the Net Settlement Amount that will be available for distribution
2 to Settlement Class Members is estimated to be approximately \$347,500.00. Additionally, 25% of
3 the PAGA Amount (i.e., Individual PAGA Payment), which is \$28,750.00 out of \$115,000.00, will
4 be distributed to the PAGA Employees, for their respective portion of the PAGA Amount. The Gross
5 Settlement Amount will be fully distributed in accordance with the terms of the Settlement and there
6 is no reversion to Defendant.

7 12. With respect to Class Counsel's Attorneys' Fees and litigation expenses, Class
8 Counsel has borne all of the risks and costs of litigation and will not receive any compensation until
9 recovery is obtained. A description of the qualifications of Class Counsel, the work performed by
10 Class Counsel, and the results achieved by Class Counsel in this matter can be found in paragraphs
11 16 through 28, *infra*.

12 13. With respect to Plaintiff's Enhancement Payment, Plaintiff spent considerable time
13 and effort to produce relevant documents and past employment records and to provide the facts and
14 evidence necessary to attempt to prove the allegations. Plaintiff was available whenever Class
15 Counsel needed him and actively tried to obtain information that would benefit the Class.
16 Accordingly, it is appropriate and just for Plaintiff to receive an Enhancement Payment, in addition
17 to his individual settlement payment, for his services on behalf of the Class, PAGA Employees, and
18 State of California.

19 14. The Parties have agreed to retain Simpluris, Inc., ("Settlement Administrator") to
20 handle the notice and settlement administration process. The Parties respectfully request that the
21 Court appoint Simpluris, Inc., to handle these procedures and serve as the Settlement Administrator.
22 Defendant will provide Simpluris, Inc., with the Class List, and the Settlement Administrator will
23 calculate each Class Member's estimated share of the Net Settlement Amount ("Individual
24 Settlement Share") and each PAGA Employee's estimated *pro rata* share of the 25% portion of the
25 PAGA Amount. The Settlement Administrator will be responsible for printing, distributing, and
26 tracking Class Notices and other documents for the Settlement, calculating and distributing
27 payments due under the Settlement, issuing of 1099 and W-2 IRS Forms and all required tax
28 reporting, filings, withholdings, and remittances, providing necessary reports and declarations,

transmitting funds representing uncashed checks after the void date to the California State Controller's Office for Unclaimed Property, and other duties and responsibilities set forth to process the Settlement, and as requested by the Parties. Settlement Administration Costs are currently estimated not to exceed \$15,000.00 and will be paid out of the Gross Settlement Amount, subject to approval of the Court.

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15. Under the Settlement Agreement, Defendant is responsible for any employer-side tax obligations associated with the Gross Settlement Amount and will deposit that amount into the settlement fund in addition to the Gross Settlement Amount. Each Settlement Class Member's Individual Settlement Share will be allocated 20% to wages and 80% to penalties, interest, and fees. The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

16. For over a decade, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, Lawyers *for* Justice, PC is the attorney of record in well over a dozen employment-related putative class actions in both state and federal courts in the State of California. Lawyers *for* Justice, PC is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act ("PAGA") representative actions. The firm has successfully litigated cases involving nearly every aspect of California wage and hour law, including payment of overtime and minimum wages, provision of meal and rest breaks and/or premiums wages for same, timely payment of wages, provision of compliant wage statements, reimbursement of business expenses, executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements, PAGA claims, and sister statutes under federal law. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California.

17. Edwin Aiwarzian is a Managing Member and Shareholder of Lawyers for Justice, PC.

1 He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a
2 Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive
3 formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution
4 as part of its Masters in Dispute Resolution degree program. In addition, he has previously served
5 as a pro bono mediator for the Los Angeles County Superior Court. In October of 2000, he obtained
6 a Litigation Paralegal Certificate from the UCLA Extension Program. During the summer of 2000,
7 he studied Legal Writing at Harvard University. From approximately September 2002 to
8 approximately December 2002, he served as a Judicial Extern to the Honorable Kim McLane
9 Wardlaw of the United States Court of Appeals for the Ninth Circuit. From approximately June
10 2002 to approximately August 2002, he served as a Judicial Extern to the Honorable Earl Johnson,
11 Jr. of the California Court of Appeal for the Second Appellate District. In December of 2004, he
12 obtained a license to practice law from the California State Bar. Since in or around October of 2008,
13 through his work at Lawyers *for* Justice, PC, he has almost exclusively focused on the prosecution
14 of consumer and employment class actions. While employed by Lawyers *for* Justice PC, he has
15 argued over one hundred (100) motions, taken or defended over one hundred fifty (150) depositions,
16 prepared dozens of expert witnesses for deposition or trial, and attended over one hundred seventy-
17 five (175) mediations. Together with other attorneys at the firm, and in some cases in conjunction
18 with co-counsel, he has successfully litigated cases involving the executive, administrative, and
19 other overtime exemptions to the State of California and federal overtime compensation
20 requirements. Under his supervision, Lawyers *for* Justice, PC has successfully obtained class
21 certification by contested motion practice in approximately sixteen (16) cases in the last decade, and
22 litigated over 1,000 class action or representative action cases.

23 18. Arby Aiwazian is a Member and Shareholder of Lawyers *for* Justice, PC. He
24 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
25 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
26 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
27 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
28 From approximately August 2008 to approximately December 2008, he served as a Judicial Extern

1 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
2 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
3 of the State of California and all United States District Courts in the State of California. He has
4 worked on many wage-and-hour class action and representative action cases, taking the lead in
5 taking and defending depositions, arguing motions, and attending mediations. He has played an
6 integral role in preparing matters for class certification, including and not limited to, successful
7 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
8 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
9 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
10 RG13680477). Under his supervision, dozens of class action or representative action cases have
11 resulted in settlements that have been granted court approval. He has handled over one hundred and
12 fifty (150) mediations and worked on over two hundred and fifty (250) class action or representative
13 action cases which have resulted in settlement.

14 19. Joanna Ghosh is a Managing Member of Lawyers for Justice, PC. She received a
15 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of Science
16 degree from the London School of Economics in 2007, and a Juris Doctor degree from Georgetown
17 University Law Center in 2010. She is admitted to practice in California (since 2010) and in New
18 York (since 2013) and She is also admitted to practice in all U.S. District Courts in California, the
19 U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme Court. She has
20 taken and defended dozens of depositions and successfully handled motion practice in class action
21 cases regarding discovery (including and not limited to, regarding class contact information), class
22 certification (both contested class certification and stipulated class certification), arbitration
23 agreements, coordination, and intervention. She has successfully handled briefing and oral
24 arguments on appeal and obtained notable decisions regarding Private Attorneys General Act claims
25 and employer efforts to compel arbitration of such claims, e.g., *Roberto Betancourt v. Prudential*
26 *Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9 Cal.App.5th 439, cert. denied (Cal., May 24, 2017),
27 cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th175. She has
28 significant experience with class actions, including and not limited to working on cases to obtain

1 class certification through contested motion practice and working on cases in the post-certification
2 stage (e.g., post-certification discovery, appeal, statistical sampling and pilot study, and trial
3 preparation in conjunction with co-counsel in a case involving a certified class consisting of
4 approximately 2,600 individuals). She has extensive experience with class action and/or
5 representative action settlements, and has handled this process in over five hundred (500) cases.
6 Under her, Edwin Aiwasian, and Arby Aiwasian's supervision, Lawyers *for* Justice, PC has handled
7 the class certification and court approval process for hundreds of class action and/or representative
8 action matters that have successfully resolved. Joanna Ghosh is a member of the California
9 Employment Lawyers Association and, on several occasions, has been a speaker regarding topics in
10 wage and hour law at the organization's continuing legal education events.

11 20. Matthew Soto is a Member of Lawyers *for* Justice, PC. He received his Bachelor of
12 Science degree and Bachelor of Arts degree from California State University, Los Angeles in 2020,
13 and earned his Juris Doctor degree from Pepperdine Caruso School of Law in 2023. He was admitted
14 to practice law in California in 2023. He is admitted to practice before all courts of the State of
15 California and all federal district courts in the State of California. He has worked on over fifty (50)
16 wage-and-hour class action and PAGA representative cases, and his work on these cases has
17 included drafting pleadings and motions, drafting, negotiating, and finalizing stipulations and
18 settlement agreements, claims evaluation and analysis, and making court appearances.

19 21. I, Vartan Madoyan, am a Member of Lawyers *for* Justice, PC. I received my
20 Bachelor of Arts degree in Economics from the University of California, San Diego in 2007, and a
21 Juris Doctor degree from Loyola Law School in 2011, graduating with Cum Laude and Order of the
22 Coif honors. I am admitted to practice before all courts in the State of California and all U.S. District
23 Courts in California. I externed for the Honorable Victoria S. Kaufman of the United States
24 Bankruptcy Court, Central District of California, from June 2009 to August 2009. I externed for the
25 Honorable Gary A. Feess of the United States District Court, Central District of California, from
26 January 2010 to May 2010. From 2011 through and including the present, I have practiced almost
27 exclusively on complex wage and hour class action and PAGA action matters in California. From
28 October 2011 to June 2013, I was an Associate at Littler Mendelson's Century City, California

1 office, working for one of the largest employer-side labor and employment law firms in the United
2 States. From July 2013 to March 2014, I was an Associate at Sheppard, Mullin, Richter & Hampton's
3 Century City, California office. From March 2014 to July 2023, I worked as an Associate and then
4 as Counsel at Baker Hostetler LLP's Los Angeles office. From August 2023 to the present, I have
5 been a Member of Lawyers *for* Justice, PC. I have taken and defended dozens of depositions and
6 successfully handled motion practice in class action and PAGA cases regarding discovery (including
7 and not limited to motions regarding class contact information), class certification (both contested
8 class certification and stipulated class certification), dispositive motions, arbitration agreements,
9 coordination, and intervention. I have successfully handled a complex wage and hour class action
10 and PAGA case through a trial verdict in the matter of *Estrada v. Royalty Carpet Mills*, Orange
11 County Superior Court, Case No. 30-2013-00692890. I have also successfully handled briefing on
12 appeal regarding employer efforts to compel arbitration. *TitleMax of Cal. v. Pena*,
13 California Court of Appeals for the Fifth District, Case No. F084706 (Cal. Ct. App. March 28,
14 2023) (unpublished decision). Further, I have extensive experience with settlements of class
15 actions and PAGA actions and have handled and supervised this process in over one hundred
16 (100) cases.

17 **THE SETTLEMENT AND SUMMARY OF WORKED PERFORMED**

18 22. The effectiveness of Lawyers *for* Justice, PC ("Class Counsel") in prosecuting this
19 matter has translated into tangible monetary benefits for the Class Members in the following
20 respects: (1) Class Members recover over a reasonably short period of time as opposed to waiting
21 additional years for the same, or possibly worse, result; (2) a guaranteed result that compares
22 favorably with other similar class action settlements of this type given the strengths and weaknesses
23 of the case; and (3) significant savings in Class Counsel's fees and/or costs that would have only
24 increased significantly had the case progressed through certification, trial, and/or appeals.

25 23. Class Counsel has litigated the matter for over 3 years and was actively preparing the
26 matters for class certification and trial. The Parties have engaged in extensive settlement negotiations
27 and participated in a mediation conducted by Brandon McKelvey, Esq., a well-respected mediator
28 experienced in mediating complex labor and employment matters. In the course of the litigation and

1 in connection with the mediation and settlement discussions, the Parties exchanged extensive
2 information and engaged in discussions regarding their evaluations of the case and various aspects
3 of the case, including but not limited to, the risks and delays of further litigation, the risks to the
4 Parties of proceeding with class certification and/or representative adjudication, the law relating to
5 off-the-clock theory, regular rate, meal and rest periods, PAGA representative actions, and state
6 wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the
7 possibility of appeals, among other things. During all settlement discussions, the Parties conducted
8 their negotiations at arm's length in an adversarial position. Arriving at a settlement that was
9 acceptable to all Parties was not easy. Defendant and its counsel felt strongly about their ability to
10 prevail on the merits and at certification, and Plaintiff and Class Counsel believed that they would
11 be able to obtain class certification and prevail at trial. After conducting investigations and formal
12 and informal discovery and exchange of information, extensive settlement negotiations, and with the
13 aid of the mediator's evaluation, the Parties have agreed that the matter is well-suited for settlement
14 given the legal issues relating to Plaintiff's principal claims, as well as the costs and risks to both
15 sides that would attend further litigation. The Settlement is a fair, reasonable, and adequate
16 resolution of the Released Class Claims of Plaintiff and Settlement Class Members, and of the
17 Released PAGA Claims of Plaintiff, the State of California with respect to the PAGA Employees,
18 against the Released Parties.

19 24. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength,
20 and scope of the claims, and was preparing the action for class certification and trial. Plaintiff
21 conducted significant investigation and formal and informal discovery regarding the facts of the
22 case, including and not limited to, the exchange, review, and analysis of a large volume of documents
23 and data obtained from Defendant, Plaintiff, and other sources. The volume of data and documents
24 that Class Counsel reviewed and analyzed included and was not limited to: a 20% sampling of Class
25 Members' time and payroll data, Plaintiff's personnel records, Defendant's Handbooks, earning
26 statements, company policy acknowledgements (e.g., Employee Handbook Confirmation of
27 Receipt), job descriptions, Defendant's operations and employment practice, policies, and
28 procedures (Security Officer Training Series), among other information and documents. Class

1 Counsel had the opportunity to interview Plaintiff and other Class Members to gather facts and to
2 identify potential witnesses. Counsel for the Parties also met and conferred on numerous occasions,
3 e.g., to discuss issues relating to the pleadings, and the production of documents and data prior to
4 the mediation. Class Counsel also drafted pleadings and the mediation brief and prepared for and
5 attended court proceedings, mediation, and settlement negotiations, among other tasks.

6 25. Counsel for the Parties have also invested time researching and investigating the
7 applicable law, which is constantly evolving as it relates to certification, representative PAGA
8 claims, off-the-clock theory, regular rate, meal and rest periods, state wage-and-hour law and
9 enforcement, Plaintiff's claims and damages, and Defendant's defenses thereto, as well as facts
10 discovered. Based on our analysis, I submit that the result achieved in this litigation is fair, adequate,
11 and reasonable.

12 26. Class Counsel is aware of the defenses and position of Defendant but believes that
13 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff and Class
14 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
15 and the difficulties and delays inherent in such litigation, including those involved in class
16 certification and/or representative adjudication. Plaintiff further recognizes the burdens of proof
17 necessary to establish liability for the claims asserted in the lawsuit, Defendant's defenses, and the
18 difficulties in establishing entitlement to monetary recovery. Plaintiff and Class Counsel have also
19 considered the Parties' settlement discussions, as well as the evaluations of the mediator, who is
20 experienced and well-regarded in complex labor and employment matters.

21 27. Defendant, on the other hand, denied and continues to deny any liability and
22 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further denies that the
23 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than
24 this Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have
25 also had the opportunity to interview witnesses and review documents and information relating to
26 Plaintiff's, Class Members', and PAGA Employees' employment with Defendant, and Defendant's
27 operations and employment policies, practices, and procedures. The Parties also reviewed and
28 analyzed a large volume of documents and data to determine the potential value and strength of the

1 claims. The available information enabled Class Counsel to assess and value the class and PAGA
2 claims and prepare violation, damages, and penalties analyses models. Accordingly, the Parties have
3 conducted adequate investigation and discovery to be sufficiently informed of the nature and extent
4 of the Class Members' claims, and to enable both sides to fully evaluate the Settlement for its
5 fairness, adequacy, and reasonableness. The Settlement takes into account the strengths and
6 weaknesses of each side's position and the uncertainty of how the case might have concluded at
7 certification, trial, and/or appeals.

8 28. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is in
9 the best interest of Plaintiff, the Class, and State of California. Class Counsel further submits that
10 the Settlement is within an acceptable range of recovery for this type of litigation given the strengths
11 and weaknesses of the case, the inherent costs and risks of further litigation, and the costs and risks
12 associated with class certification, representative adjudication, trial, and/or appeals.

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

15 Executed on this Seventh day of March 7, 2025, at Glendale, California.

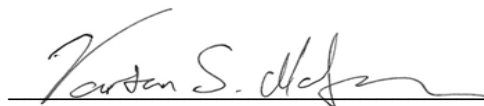
16 
17 Vartan Madoyan

EXHIBIT 1

LAWYERS FOR JUSTICE

May 24, 2024

BY FILING ON THE CALIFORNIA LABOR & WORKFORCE DEVELOPMENT AGENCY'S ONLINE PAGA FILING SYSTEM

California Labor & Workforce Development Agency

Re: GLOBAL SECURITY MANAGEMENT AGENCY, INC.

Dear Representative:

We have been retained to represent Joel Robles against Global Security Management Agency, Inc. (including any and all affiliates, subsidiaries, and parents, and their shareholders, officers, directors, and employees) (collectively referred to as "GSMA") for violations of California wage-and-hour laws.

Mr. Robles intends to seek penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Mr. Robles seeks remedies under PAGA on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

During the relevant time period, GSMA employed Mr. Robles as an hourly-paid, non-exempt employee in the State of California from approximately February 2018 to present.

The "aggrieved employees" that Mr. Robles seeks penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for GSMA within the State of California.

Based on the following facts and theories, GSMA has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders.

Mr. Robles asserts that GSMA required aggrieved employees to perform work off-the-clock before their scheduled shifts, after their scheduled shifts, and during meal breaks, as well as to perform work during rest breaks, and as a result, GSMA failed to properly compensate aggrieved employees for all time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week, and/or more than six (6) consecutive days in one week, without paying the premium overtime rates at one-and-one-half times or double the regular

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rate of pay, including additional remuneration. During the relevant time period, Mr. Robles and other aggrieved employees worked in excess of 8 hours in a day, 40 hours in a week, and/or 6 days in a workweek. Therefore, Mr. Robles and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked. GSMA's failure to pay overtime wages also includes, and is not limited to, GSMA's failure to properly calculate the regular rate of pay and failure to include earned commissions, non-discretionary bonuses, non-discretionary monetary and non-monetary incentives, non-discretionary production and/or performance pay, and/or shift differentials in its calculation of the regular rate of pay used to calculate the overtime rate for the payment of overtime wages. For example, GSMA failed to compensate aggrieved employees at one-and-one half times the appropriate regular rate of pay, instead paying them only their base hourly rate, or at times less than that rate, for hours worked in excess of 8 hours in a day, 40 hours in a week, and/or 6 days in a workweek.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, GSMA required Mr. Robles and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. GSMA required aggrieved employees to remain working through rest breaks, failed to relieve aggrieved employees of all duties and relinquish control over how they spent their meal and rest breaks, and failed to provide compliant meal periods. GSMA also required aggrieved employees to remain on the work premises during rest breaks. Furthermore, despite non-compliance with California meal and rest break policies, GSMA failed to properly calculate the regular rate of pay, by failing to include all forms of non-discretionary pay, e.g., commission, bonus, incentive, production, performance, and/or shift differential pay in its calculation, if and when it paid premiums, and failed to pay all meal and rest premiums due for missed, short, late and/or interrupted meal and/or rest periods.

California Labor Code sections 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 if an employee quits 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' 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. During the relevant time period, GSMA failed to pay Mr. Robles and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above. California Labor Code section 203 provides that if an employer willfully fails to pay the wages of an employee who is discharged or quits, the wages of the employee will continue as a penalty from the day due at the same rate until paid or until an action is commenced. During the relevant time period, GSMA willfully failed to pay the wages due to aggrieved employees who were discharged or quit, and also failed to pay penalties which accrued due to its willful failure to timely pay wages. For example, aggrieved employees were not paid at the time of their discharge wages earned and unpaid throughout their employment, including but not limited to, minimum, regular, and overtime wages for time worked off-the-clock to perform work duties and for meal and rest period premium payments, and as a result of GSMA's failure to properly calculate the regular rate of pay.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, GSMA failed to pay Mr. Robles and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including, but not limited to, earned and unpaid minimum, regular, overtime, and premium wages as discussed above. For example, Mr. Robles and other aggrieved employees were not timely paid wages during their employment, including but not limited to, wages for time worked off-the-clock to perform work duties and for meal and rest period premium payments.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, GSMA did not provide Mr. Robles and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from GSMA were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to state accurate number of hours worked including time spent working off-the-clock and during meal and rest periods, failure to list all the correct overtime rates since they do not encompass all non-discretionary forms of pay, and failure to list all meal and rest premiums owed as discussed above. The wage statements provided by GSMA also included inaccurate rates of pay for Mr. Robles and other aggrieved employees.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, GSMA failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Mr. Robles and other aggrieved employees. For example, Defendant failed to account for and compensate for all time worked “off-the-clock” and compensate for earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, GSMA did not provide Mr. Robles and other aggrieved employees with the minimum wages to which they were entitled for work performed “off-the-clock.” For example, GSMA effectively paid of zero dollars per hour for time Mr. Robles and the other aggrieved employees worked off-the-clock performing work duties, which resulted in an underpayment of minimum wages to Mr. Robles and other aggrieved employees.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Robles and other aggrieved employees incurred necessary business-related expenses and costs that were not reimbursed by GSMA. These costs include, but are not limited to, the use of personal phones and personal protective equipment and supplies.

Therefore, on behalf of the State of California and with respect to all aggrieved employees, Mr. Robles seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency for violation of the California Labor Code, pursuant to PAGA.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

A handwritten signature in black ink, appearing to read "Joanna S. Ghosh", with a long, sweeping horizontal line extending to the right.

Joanna Ghosh, Esq.
Vartan Madoyan, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

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