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Attorneys for Plaintiff TERRANCE OLIVER, on behalf of himself and other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

TERRANCE OLIVER, an individual; on behalf of himself and other aggrieved employees Plaintiff, v. OFF DUTY OFFICERS INC., a California corporation; and DOES 1 through 100, inclusive, Defendant.	CASE NO. 24CU013040C [Assigned for all purposes to the Hon. Blaine K. Bowman – Dept. C-74] **DECLARATION OF AARON A. BARTZ IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT** Date: March 5, 2027 Time: 8:30 a.m. Dept.: C-74 Reservation No.: 106094

DECLARATION OF AARON A. BARTZ

I, Aaron A. Bartz, declare and state as follows:

1. I am an attorney at law, duly licensed to practice before all of the Courts of the State of California, and I am the owner of Bartz Law Group, APC, co-counsel for Plaintiff Cornelio Busby ("Plaintiff").

2. I have personal knowledge of the following facts, and if called upon to do so, I could and would competently testify as to their truth and veracity under oath.

Summary of the Settlement

3. The proposed PAGA Settlement Agreement ("Agreement") calls for Defendant Off Duty Officers Inc. ("Defendant") to pay into a common fund the total amount of $225,000, within 10 days after the Effective Date. (Attached as **Exhibit 1** is a true and correct copy of the fully executed PAGA Settlement Agreement.)

4. Prior to distributing the settlement funds to the aggrieved employees, the Settlement Administrator shall review the addresses provided using the National Change of Address database. Should any of the settlement checks be returned undeliverable, the Settlement Administrator will have seven (7) days after it receives the returned undeliverable mail to search for a more current address for the Aggrieved Employee (via a skip trace or other reasonable method) and to re-mail the settlement checks to any alternative or updated address obtained by the Settlement Administrator.

5. The Net Settlement Amount shall be calculated by deducting the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment, from the Gross Settlement Amount. The Net Settlement Amount is estimated to be approximately $125,540.

6. A breakdown of the Gross Settlement Fund of **$225,000** is provided below:

a. Individual PAGA Payments to Aggrieved Employees: $43,939;

b. LWDA PAGA Payment to the LWDA: $81,601;

c. PAGA Counsel Fees Payment: $75,000;

d. PAGA Counsel Litigation Expenses Payment: $17,460;

e. Administration Expenses: $7,000.

7. The Agreement covers the following "Aggrieved Employees": Any and all current and former hourly-paid, non-exempt employees who worked for Defendant in the State of California at any time from July 22, 2023 to July 17, 2026. Based upon Defendant's records, there are approximately 1,065 aggrieved employees through the date of the PAGA period.

8. As part of the settlement, the aggrieved employees release only penalties recoverable under PAGA, and do not release any of their underlying wage claims.

Background of Case

9. This case arises out of alleged wage and hour violations committed by Defendant against their non-exempt employees in California. Prior to pursuing this case, I interviewed former employees of Defendant, and spoke at length with Plaintiff regarding the wage violations and potential claims that could be brought against Defendant. I also reviewed payroll and other personnel records of Plaintiff and other former employees of Defendant. Thereafter, on July 3, 2024, Plaintiff served his PAGA letter on the Labor and Workforce Development Agency (LWDA) and Defendant. Then, Plaintiff served an amended PAGA letter on August 20, 2026. Attached as **Exhibit 2** is a true and correct copy of Plaintiff's amended PAGA letter. Plaintiff filed a class action and PAGA Complaint on September 25, 2024, based on Defendant's wage and hour violations, including failure to pay all wages, meal period and rest break violations, and other wage violations. On September 1, 2026, Plaintiff filed his operative First Amended PAGA Complaint. Attached as **Exhibit 3** is a true and correct copy of Plaintiff's operative First Amended PAGA Complaint filed in this action.

10. During discovery, Defendant agreed to mediate the PAGA claims and all of Plaintiff's individual claims. According to Defendant's records, there are approximately 1,065 aggrieved employees within the PAGA period (July 3, 2023 – July 17, 2026), and approximately 21,514 pay periods.

11. Thereafter, Defendant produced informally a sampling of time and payroll data, obtaining thousands of pages of time, payroll and personnel records from Defendant, and

aggressively negotiating the merits of the claims, and attending mediation before experienced wage and hour mediator Barry Appell, Esq. Based upon a mediator's proposal, the parties reached a fair resolution of this matter.

12. At all times, the negotiations were non-collusive, and involved considerable disputes over payment terms. I believe that this is a good settlement of the PAGA claims, which will not affect any aggrieved employee's right to pursue underlying Labor Code violations against Defendant if he or she chooses to do so.

Plaintiff's Counsel Is Very Experienced In Representative And Class Actions

13. I am experienced class action counsel, including specializing in wage and hour and employment claims. Some of the class action litigation on which I have served as Class Counsel include:

a. *Wilkins, et al. v. Equinox Holdings, Inc.*
Los Angeles Superior Court, No.: BC440058

b. *TBC Retail Group Wage and Hour Cases*
Los Angeles Superior Court, No.: JCCP No. 4701

c. *Casserly v. Randstad US,L.P.,et al.*
U.S.D.C., Central District of California, No. SACV 12-1023-DOC(ANx)

d. *Crilly v. Micro Electronics, Inc*.
Orange County Superior Court, No.: 30-2013-00662586-CU-OE-CXC

e. *Concho, et al. v. Pipeline Carriers, Inc. et al.*
Orange County Superior Court, No.:30:2013-00649600-DU-OE-CXC

f. *Holsted et al. v. R.J. Noble Company et. al.*
Orange County Superior Court, No.:30:2010-00379770-CU-OE-CXC

g. *Piggue v. Chief Protective Services, Inc.*
Orange County Superior Court, No.:30-2013-00688107-CU-OE-CXC

h. *Walsh v. Pacific Bell Telephone Company*
Orange County Superior Court, No.:30-2011-00498062-CU-OE-CXC

i. *Woods v. JFK Memorial Hospital*

Riverside County Superior Court, No.: INC 1205209

j. *Ramirez et. al v. Titan Insurance of New Mexico*

Riverside County Superior Court, No.: RIC1211890

k. *DeSantos v. Jaco Oil Company*, et al.

U.S.D.C. Eastern District of California, No. 1:14-CV-00738-JLT

l. *Duran v. Big 5 Corp.*

Los Angeles Superior Court, Case No. BC557154

m. *Sheahan v. Celtic Leasing Corporation, Inc.*

Orange County Superior Court No.: 30-2016-00852151-CU-OE-CXC

n. *Panusis v. Control4 Corporation*

United States District Court, Central District of California

Case No. SACV-16-1179-DOC

o. *O&R Construction, LLC v. Dun & Bradstreet, et al.*

United States District Court, Western District of Washington

Case No. C12-2184 TSZ

p. *Matthews v. Whelan Security of California, Inc.*

Orange County Superior Court, No.: 30-2016-00833250-CU-OE-CXC

q. *Rodriguez v. R.J. Noble Company (Navarro/Kles)*

Orange County Superior Court, No.: 30-2017-00916018-CU-OE-CXC

r. *Wang v. Fountain Valley Regional Hospital and Medical Center*

Orange County Superior Court, No. 30-2015-00821329-CU-OE-CXC

s. *Skerl v. Sutter Bay Hospitals*

San Mateo Superior Court, No. 21-CV-02057

14. I graduated from Vanderbilt University in 1992 with a Bachelor of Arts in Economics and English, and graduated from Southwestern Law School in 1998. Since becoming a lawyer in 1998, my practice has focused on complex litigation matters, and for more than a decade, complex employment law and wage and hour matters.

15. I am a member of the California State Bar, the Orange County Bar Association,

and Los Angeles County Bar Association. I have an AV rating from Martindale-Hubbell, the highest possible rating for a lawyer. During my 28+ year career, I have handled many successful employment law matters both at the trial and appellate levels. I estimate that I have represented plaintiffs in hundreds of employment cases, the vast majority of which have resulted in favorable settlements, awards and/or verdicts for my clients. I have successfully prosecuted and obtained significant recoveries in several class action lawsuits and other lawsuits involving complex legal and factual issues. For example, in 2015, I was co-lead counsel in *Walsh v. Pacific Bell*, which involved AT&T's leave policies, and settled for $16,800,000. Recently, in October 2023, I was also co-lead counsel in *Skerl v. Sutter Bay Hospitals*, in which final approval was granted for a $12,000,000 settlement for health care workers who experienced wage and hour violations. I have also been involved in many other million and multi-million dollar verdicts and settlements over the years.

16. In addition to myself, Rex J. Phillips, an attorney with over 19 years of experience, also assisted me with the prosecution of this case. Mr. Phillips graduated with Honors from Glendale University College of Law, achieved a B.A. in English from California State Polytechnic University, Pomona, and has many years of experience prosecuting employment actions, including wage and hour class and representative actions. Moreover, Marcos Alberto Pena, an associate attorney, also assisted me with this case. Mr. Pena graduated from the University of Colorado at Boulder, with a B.A. in Economics, and received his law degree from Creighton University School of Law in 2018.

17. Also assisting Mr. Phillips, Mr. Pena and I in this case were our paralegals Nestor Mejia and Leanne Nguyen-Phuoc. Mr. Mejia has an AA from West Los Angeles College in Business Administration, and has many years of experience working on employment and wage and hour matters, including PAGA and complex class actions, for my firm and others within California. Ms. Nguyen-Phuoc obtained her BA in Criminology, Law and Society and her Paralegal Certification from UCI, and has worked on class actions and other complex cases since her inception with my firm.

Evaluation of the PAGA Claims

18. Plaintiff seeks PAGA penalties only in this case. The sole PAGA claim that is at

issue in this settlement concerns Defendant's failure to: (1) pay all wages owed and failure to pay the regular rate of pay; (2) provide duty-free meal periods; (3) authorize and permit duty-free rest periods; (4) pay all wages due upon termination; (5) properly maintain and submit accurate itemized wage statements; and (6) reimburse expenses. The analysis of penalties exposure is set forth below:

a. Unpaid wages

California Labor Code § 510(a) and the applicable Wage Orders regulating payment of wages in the State of California, provide that eight (8) hours of labor constitutes a day's work and any work in excess of eight (8) hours in one (1) workday and any work in excess of forty (40) hours in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for each employee and any work in excess of twelve (12) hours in any one workday shall be compensated at the rate of no less than twice the regular rate of pay for each employee.

Off-the-clock time is compensable when an employer knows or should have known the employees are working off-the-clock time. *See Morillion v. Royal Packing Co.*, 22 Cal.4th 575, 585 (2000). Here, Plaintiff contends that Defendant prohibits employees from clocking in early to their scheduled shifts, regardless of whether they are working or not. Plaintiff further contends that aggrieved employees were required to arrive early to get passdown reports from previous guards on duty, but they were not allowed to clock in until later, and that they are required to provide security briefings to the next guard taking over the shift.

Defendant contends that it paid all wages owed and that it had a strict off-the-clock policy prohibiting employees from working off-the-clock.

Pursuant to Labor Code § 558, penalties for regular rate violations are $50 for the first pay period, and $100 for each subsequent pay period. Thus, the maximum potential PAGA penalties for the unpaid wage claim is $2,204,650, which is calculated as follows: 1,065 [number of aggrieved employees] x $50 [first pay period penalty] + 21,514 [number of subsequent pay periods] x $100 [subsequent pay period penalty] = $2,204,650. Plaintiff believes he had a 10% chance of success on the unpaid wage theory. Nevertheless, Labor Code section

2699(e)(2) also gives a trial court broad discretion to reduce PAGA penalties: "[A] court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Case law supports a trial court's discretion in downgrading penalties based on these factors. *See Thurman v. Bayshore Transit Management, Inc.*, 203 Cal.App.4th 1112, 1135-1136 (2012) (no abuse of discretion by reducing penalty by 30 percent). Thus, Plaintiff believes that the real value of the unpaid wage penalties is $154,326 ($2,204,650 x .1 [chances of success] x .7 [court discretion] = $154,326).

b. Meal period violations

Plaintiff contends that Defendant failed to provide Plaintiff and other aggrieved employees thirty-minute duty-free meal periods for every five hours of work as is required by Labor Code § 512, the applicable wage orders, and in violation of *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012). In *Brinker*, the California Supreme Court held that "under ... Labor Code § 512, subdivision (a), an employer must relieve the employee of all duty for the designated period." *Id*. at 1034.

During the PAGA period, Plaintiff alleges that Defendant's time records showing clock-in and clock-out times are, for the most part, for show only. Plaintiff contends that many of the guards worked at single-guard posts, including Plaintiff, which prohibited guards from taking a duty-free meal period. As such, Plaintiff contends that Defendant violated the aggrieved employees' meal periods frequently during the PAGA period.

In response to such arguments, Defendant contends that they permit all aggrieved employees more than 30-minute meal periods, and whenever meal periods were late, short or missed, aggrieved employees received meal period penalties. Defendant further contends that Plaintiff will be unable to establish why certain aggrieved employees did not take their meal periods, and that in any event, Defendant had no duty to ensure that meal periods were taken, pursuant to *Brinker*.

The maximum potential PAGA penalties recoverable for meal period violations are $2,151,140. Given that PAGA allows penalties of $100 per pay period , the amount is calculated

as follows: 21,514 [pay periods] x $100 [penalty amount] = $2,151,400. Based on the various issues raised above regarding proving meal period violations, Plaintiff believes that they have a 10% chance of proving all of those penalties. Thus, Plaintiff believes that the real value of the meal period penalties is $150,580. ($2,151,400 x .1 [chances of success] x .7 [court discretion] = $150,580).

c. Rest period claims

Section 12(A) of the IWC Wage Order(s) states: "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages."

Section 12(B) of the IWC Wage Order(s) states: "If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided."

Any requirement to maintain contact or otherwise remain on-call during a rest period constitutes a violation of California law. *See Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257 (2016). As *Augustus* found, "one cannot square the practice of compelling employees to remain at the ready, tethered by time and policy to particular locations or communications devices, with the requirement to relieve employees of all work duties and employer control during 10-minutes rest periods." *Id*. at 269. The Court noted that some employers may find it "burdensome to relieve their employee of all duties during rest periods" and suggested two possible options: to "provide employees with another rest period to replace one that was interrupted" or to "pay the premium set forth in Wage Order 4, subdivision 12(B), and section 226.7." *Id*. at 272.

Plaintiff believes *Augustus* applies here, in that Plaintiff contends that he and other

security guards were always "on call" and frequently worked at single-guard posts. As such, Plaintiff alleges that neither Plaintiff nor other security guards were authorized or permitted to take 10-minute duty free rest periods for every 4 hours of work or major fraction thereof.

Defendant contends that they complied with California's rest period requirements, and produced a rest period policy that facially complies with California law.

Plaintiff calculates total penalties on the rest period claim of $2,151,140. Given that PAGA allows penalties of $100 per pay period , the amount is calculated as follows: 21,514 [pay periods] x $100 [penalty amount] = $2,151,400. Given Defendant's facially valid rest period policy, and potential individual issues relating to proving rest break violations, Plaintiff believes he had a 10% chance of recovering all of the above penalties on the rest period claim, in the absence of other mitigating factors. Given that a court has discretion regarding the amount of penalties to be assessed, Plaintiff therefore believes the real exposure of PAGA penalties on the rest period claim is approximately $150,580. ($2,151,400 x .1 [chances of success] x .7 [court discretion] = $150,580).

d. Failure to pay all wages on termination

Plaintiff further alleges that pursuant to Labor Code §203, aggrieved employees terminated from Defendant's employment are entitled to a penalty pursuant to Labor Code §256, because Defendant did not pay them all wages due upon separation.

Plaintiff contends Defendant violated Labor Code § 203 in two distinct ways. ***First***, Defendant failed to pay meal and rest period premium payments on class members' wage statements. Meal and rest period premium payments constitute "wages" for purposes of waiting time penalties. *Naranjo, supra*, 13 Cal.5th at 117. Under section 203, the term "willfully" does not require a showing that the employer knew of its obligation and intentionally refused to act. *See Baker v. American Horticulture Supply, Inc.*, 186 Cal.App.4th 1059, 1076 (2010) ("[t]he knowledge requirement would be difficult to prove and would encourage [employers] to remain ignorant of their obligations under the Act" if "willful" were defined to require both knowledge and intentional refusal to act). Instead, "'willful' merely means that the employer intentionally

failed or refused to perform an act which was required to be done." *Barnhill v. Robert Saunders & Co.*, 125 Cal.App.3d 1, 7 (1981).

Second, Plaintiff and the aggrieved employees allege that they have a direct claim for waiting time penalties because Defendant failed to pay them overtime and minimum wages and for each hour worked, based on Defendant's failure to pay for all pre-shift and post-shift work. Defenda whether the failure to pay is due to a good faith dispute. *See Barnhill v. Robert Saunders & Co.*, 125 Cal.App.3d 1, 8 (1981) (employer's failure to pay is not willful if its failure is due to uncertainty in the law); *Road Sprinkler Fitters Local Union No. 669 v. G & G Fire Sprinklers, Inc.*, 102 Cal.App.4th 765, 782 (2002) (willfulness not met if defendant's failure to pay a result of a "good faith mistaken belief that wages are not owed"). Defendant further contends that Labor Code § 256 only applies to seasonal laborers and therefore is inapposite to the aggrieved employees in this case. *See Culley v. Lincare, Inc.*, 236 F.Supp.3d 1184 (E.D. Cal. 2017).

Plaintiff calculates PAGA penalties on this claim of $106,500, by multiplying 1,065 [employees] by $100 [penalty]. Based on the heightened willfulness standard, Plaintiff estimates that the real exposure of this claim is 10% of those total penalties. Moreover, Plaintiff applies the same discounts as set forth above in the above analysis as to the court's discretion to reduce penalties. As such, Plaintiff believes the real exposure on this claim to be $7,455 (106,500 x .1 [chances of success] .70 [court discretion] = $7,455).

e. Improper pay stubs

Labor Code §226(a) states in pertinent part: "Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (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, … (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only 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… ."

Plaintiff alleges similar theories of liability as above with respect to the paystub claim, i.e. that the wage statements are defective because they do not reflect all wages owed, and fail to show premium payments for missed meal and rest periods. *See Naranjo v. Spectrum Security Servs., Inc.*, 13 Cal.5th 93 (2022). Plaintiff further alleges that to obtain PAGA penalties for pay stub violations, a plaintiff need not satisfy the "injury" or "knowing and intentional" requirements of Labor Code section 226(e)(1). *See Raines v. Coastal Pacific Food Distributors, Inc.*, 23 Cal.App.5th 667 (2018).

On the other hand, Defendant argues that derivative violations of Labor Code § 226 do not give rise to pay stub violations upon which PAGA penalties arise. *See Maldonado v. Epsilon Plastics, Inc.*, 22 Cal.App.5th 1308 (2018); *see also Culley v. Lincare Inc.*, 236 F.Supp.3d 1184, 1195-1196 (E.D. Cal. 2017). Defendant further argues that any such violations were inadvertent, and therefore not actionable. *See Heritage Residential Care, Inc. v. Division of Labor Standards Enforcement*, 192 Cal.App.4th 75 (2011).

Plaintiff calculates pay stub penalties to be approximately $2,151,140. Given that PAGA allows penalties of $100 per pay period , the amount is calculated as follows: 21,514 [pay periods] x $100 [penalty amount] = $2,151,400. Plaintiff believes he had a 10% chance of recovering all of the potentially recoverable civil penalties. Moreover, Plaintiff applies the same discounts as set forth above in the analysis as to the court's discretion to reduce penalties. As such, Plaintiff believes the real exposure on this claim to be $150,580. ($2,151,400 x .1 [chances of success] x .7 [court discretion] = $150,580).

f. Reimbursement of expenses

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

Here, Plaintiff and the other security guards contend that they were required to use their

own personal cell phones for recording their time, and communicating with dispatchers, supervisors and other workers regarding work business. *See Cochran v. Schwan's Home Serv., Inc.*, 228 Cal. App. 4th 1137, 1144 (2014) (finding that reimbursement for personal cell phone usage required when mandatory for performing one's job). Defendant contends that Plaintiff and the other aggrieved employees were prohibited from working off-the-clock, and therefore any use of personal cell phones for work purposes during non-work hours was voluntary and not reimbursable.

Upon further investigation and discussions with witnesses, Plaintiff was unable to substantiate this claim to prove PAGA penalties across all pay periods. At most, therefore, because of proof problems with this claim, Plaintiff values the total reimbursement claim at $100 per employee, or $106,500. But given the tenuous nature of this claim, Plaintiff estimates the real value is 10% of that amount, or $10,650.

g. Total exposure to PAGA penalties

Based upon the alleged Labor Code violations, Plaintiff believes the total actual PAGA exposure is approximately $624,171. Based on a settlement value of $225,000, this amounts to approximately 36% of the total exposure to PAGA penalties. Plaintiff believes this to be a good result, given that Defendant has valid defenses to Plaintiff's claims, and there is a substantial question as to whether a trial court will even award cumulative penalties sought by Plaintiff for alleged multiple Labor Code violations because there is no established precedent for such an award.[1] Moreover, even to the extent any violations are proven, Defendant argues that any heightened penalties from subsequent violations are not warranted. *See Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1208-1209 (2008) ("Until the employer has been notified that it is violating a Labor Code provision. . ., the employer cannot be presumed to be aware that its continuing underpayment of employees is a 'violation' subject to penalties").

[1] While there are cases allowing for the "stacking" of penalties when it comes to evaluating the "amount in controversy" where a case has been removed to federal court (*see Schiller v. David's Bridal, Inc.*, 2010 WL 2793650 (E.D. Cal. July 14, 2010), it appears to be an open question whether such "stacked" penalties may be awarded when they potentially overlap and "double count" remedies for similar violations.

The purpose of the PAGA is to "achieve maximum compliance with [California's] labor laws." *See Iskanian v. CLS Transp. Los Angeles, LLC*, 59 Cal.4th 348, 379 (2014). The penalties recovered here on behalf of the State and aggrieved employees achieve that purpose.

Attorneys' Fees and Costs

19. To date, my firm Bartz Law Group, APC has spent approximately hours on this action and has incurred approximately $80,467 in fees. The fees incurred were reasonable and necessary in order to prosecute this case. The billing rates for attorneys at my firm are between $625 and $1,025 per hour and my co-counsel's billing rate of $950 an hour are in line with other firms billing rates for similar work, and generally, lower based on our collective experience and results achieved in other cases. In connection with this PAGA settlement, Plaintiff's counsel requests attorneys' fees of $75,000, or one-third of the gross settlement amount. This amount is less than PAGA counsel's lodestar of nearly $103,000, which includes fees incurred in this matter by United Employees Law Group, and I believe that pursuant to *Laffitte v. Robert Half Int'l, Inc.*, 1 Cal.5th 480 (2016), such a recovery in fair and reasonable in this case, given the work expended and the results achieved in this case. Bartz Law Group APC has also incurred $17,460 in out of pocket costs, all of which were reasonable and necessary in prosecuting this action. Attached as **Exhibit 4** is a true and correct copy of the attorneys' fees to date incurred to prosecute this action. Attached as **Exhibit 5** is a true and correct copy of the litigation expenses incurred in this action.

20. Plaintiff's counsel has also retained Xpand Legal Consulting, LLC to administer the settlement in this case. The Settlement Administrator provided a not to exceed bid for $7,000 to administer the settlement. The Settlement Administrator's bid is attached hereto as **Exhibit 6**.

21. I am aware of no actual or potential conflicts of interest between Plaintiff's counsel or any of the aggrieved employees in this case and/or the settlement administrator. Moreover, I am not aware of any other pending matters or actions that assert similar claims as the ones asserted herein, that will be extinguished or adversely affected by this PAGA settlement.

22. My office provided notice of the proposed settlement and all documents filed in

support of this motion for PAGA settlement approval to the LWDA via uploading the documents the California DIR/LWDA's website on the same date as the filing of the instant motion.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on November 4, 2026, at Irvine, California.

//Aaron A. Bartz//
Aaron A. Bartz

EXHIBIT 1

Docusign Envelope ID: 5C2483F0-B094-863F-81E2-C738EDAA10E0

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Terrance Oliver ("Plaintiff") and defendant Off Duty Officers, Inc. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party." This Agreement is to resolve the claims in the action titled *Terrance Oliver, an individual, on behalf of himself and all others similarly situated and the general public*, San Diego County Superior Court, Case No. 24CU013040C and inclusive of the individual portion of the action that was compelled to Arbitration, JAMS No. 5200002353 (collectively, the "Action").

1. DEFINITIONS.

1.1 "Action" means the Plaintiff's lawsuit alleging wage and hour violations against Defendant captioned *Terrance Oliver, an individual, on behalf of himself and all others similarly situated and the general public*, San Diego County Superior Court, Case No. 24CU013040C and inclusive of the individual portion of the action that was compelled to Arbitration, JAMS No. 5200002353

1.2 "Administrator" means Xpand Legal ("Xpand") the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

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

1.5 "Defense Counsel" means Diana Tabacopoulos of Seyfarth Shaw LLP.

1.6 "Effective Date" The Effective Date of this Settlement is the date on which the settlement is approved and the Court's order approving the settlement ("Judgment") becomes final. For purposes of this agreement, the Court's Judgment "becomes final" upon the latter of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court's Judgment (this time period shall not be less than 60 calendar days after the Court's Judgment is entered); (ii) the date of affirmance of an appeal of the Judgment becomes final; or (iii) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.

1.7 The Gross Settlement Amount shall be $225,000.00. Defendant shall pay out the Gross Settlement Amount for payment of all Individual PAGA Payments to the PAGA Members, payment of the Administration Expenses Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the LWDA PAGA Payment to the Labor Workforce Development Agency. The Gross Settlement Amount shall be the total amount paid by Defendant and cannot be increased for any reason. The Gross Settlement Amount shall be all-in with no reversion to Defendant.

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1.8 "Individual PAGA Payment" means the PAGA Member's pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods the PAGA Member worked during the PAGA Period.

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

1.10 "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.11 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to PAGA Members as Individual PAGA Payments.

1.12 "PAGA Counsel" means Aaron Bartz, Bartz Law Group, APC, and Walter Haines of United Employees Law Group, PC, the attorneys representing the Plaintiff in the Action.

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

1.14 "PAGA Member" The PAGA Members shall include all current and former non-exempt employees who worked for Defendant in the State of California at any time from July 22, 2023 through whichever following date occurs first: (a) the date the Court approves the Settlement Agreement or (b) July 17, 2026 (the "PAGA Period" or "Settlement Period").

1.15 "PAGA Member Data" means PAGA Member identifying information in Defendant's possession consisting of the PAGA Member's name, last-known mailing address, Social Security number and number of PAGA Pay Periods for the PAGA Period.

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

1.17 "PAGA Notice" means Plaintiff's July 3, 2024 letter to Defendant and the LWDA and Plaintiff's further amended LWDA letter (identified in paragraph 2.2 and attached as Exhibit B) providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.18 "PAGA Pay Period" means any pay period during which an PAGA Member worked for Defendant for at least one day during the PAGA Period. The PAGA Pay Period count is calculated as defined by Labor Code 2699(o) (which reduces the pay period count "by one-half if the employees' regular pay period is weekly rather than biweekly or semimonthly")

1.19 "PAGA Period" means July 22, 2023 through whichever following date occurs first: (a) the date the Court approves the Settlement Agreement or (b) July 17, 2026.

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1.20 "PAGA Representative" means the named Plaintiff, Terrance Oliver, in the operative complaint in the Action.

1.21 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the PAGA Members and the 65% to LWDA in settlement of PAGA claims.

1.22 "Plaintiff" means Terrance Oliver, the named plaintiff in the Action.

1.23 "Released Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5, inclusive of subparagraphs 5.1, 5.1.1, 5.2, and 5.3 below.

1.24 "Released Parties" means Defendant and all of its present and former parent companies, subsidiaries, affiliates and joint ventures, and all of their officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them.

1.25 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1 On September 25, 2024, Plaintiff commenced this Action by filing a Complaint against Defendant. Following execution of this Agreement, Plaintiff will file a First Amended Complaint as referenced in Paragraph 2.2). The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint."). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2 Filing of an Amended PAGA Letter and First Amended Complaint. Plaintiff will file a First Amended Complaint in this Court (Exhibit A) and Amended PAGA complaint with the LWDA (Exhibit B) in a form approved by Defendant to incorporate all of the claims, and to allege entitlement to civil penalties to the Labor Code sections identified Paragraph 5.2, for purposes of approval of the PAGA settlement.

2.3 On April 18, 2026 the Parties participated in an all-day mediation presided over by mediator Barry Appell, which led to this Agreement to settle the Action.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. The Gross Settlement Amount shall be $225,000.00. Defendant shall pay out the Gross Settlement Amount for payment of all claims to the PAGA Members, payment of Settlement Administration Costs, Attorneys' Fees and costs, and the PAGA Payment to the Labor Workforce Development Agency. The Gross Settlement Amount shall be the total amount paid by Defendant and cannot be increased for any reason except as set forth in Section 4.1 below. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire

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Gross Settlement Amount without asking or requiring PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33%, which is currently estimated to be $75,000, and PAGA Counsel Litigation Expenses Payment of not more than $20,000, according to proof and subject to Court approval. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed $7,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $7,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To the LWDA and PAGA Members: PAGA Penalties in the estimated amount of $123,000 to be paid from the Gross Settlement Amount, with 65% ($79,950) allocated to the LWDA PAGA Payment and 35% ($43,050) allocated to the Individual PAGA Payments.

3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members' 35% share of PAGA Penalties ($43,050) by the total number of PAGA Period Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Period Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 PAGA Member Pay Periods and Pro Rata Increase. Defendant represents that the total number of biweekly pay periods worked by PAGA Members from July 22, 2023 through April 1, 2026 is 21,514 (utilizing the PAGA biweekly statutory count). If the total number of biweekly pay periods for this same time period (July 22, 2023 to April 1, 2026) exceeds this total

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by 10% or more (e.g., biweekly pay periods count x 1.10), Defendant shall purchase the additional biweekly pay periods pro rata. By way of examples, if the excess is 11% then the increase in the Gross Settlement Amount will be 1%; if the excess is 12% then the increase will be 2%, etc. Defendant will supply current PAGA Member Data pursuant to Paragraph 4.2 on the timeline identified in Paragraph 4.2.

4.2 PAGA Member Data. Within 10 days of the Effective Date, Defendant will simultaneously deliver the PAGA Member Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Members' privacy rights, the Administrator must maintain the PAGA Member Data in confidence, use the PAGA Member Data only for purposes of this Settlement and for no other purpose and restrict access to the PAGA Member Data to Administrator employees who need access to the PAGA Member Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the PAGA Member Data omitted employee identifying information and to provide corrected or updated PAGA Member Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the PAGA Member Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted PAGA Member Data.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 10 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 21 days after Defendant has completed both the provision of the PAGA Member Data and funding of the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment and PAGA Counsel Fees Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the PAGA Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than one year after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

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

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the PAGA Members (such as 401(k) contributions or bonuses).

5. RELEASED CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences, arising from his employment with Defendant. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

5.2 Release by PAGA Members:

> Upon the Court's final approval (Judgment) of this Settlement, all PAGA Members shall fully release Defendant and all Released Parties, from any and all claims for penalties, fees, costs, or any other relief of any kind under the Private Attorneys General Act, 2698 - 2699, et seq., that were pled or could have been pled, based on, or which arise out of the facts alleged in the complaints in the Action, the same statutes, or based on the same primary rights, irrespective of the theory of recovery alleged, whether or not alleged in the Operative Complaint. This release of claims for PAGA penalties, costs, fees or any other relief, includes known and unknown PAGA claims arising under California Labor Code sections 200-204, 206, 210, 212, 213, 216, 218, 218.5, 221, 225.5, 226, 226.3, 226.7, 227.3, 233, 245, et seq. (i.e., 245-249, the California Healthy Workplaces, Healthy Families Act), 256, 432, 510, 512, 551, 552, 558, 558.1 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698-2699, 2800, 2802, 2804, the applicable IWC Wage Order(s), Cal. Code of Regulations, Title 8, section 11000

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et seq., including PAGA violations alleged for failure to pay for all hours worked including minimum wage and overtime of any type, failure to provide a day of rest for work in excess of six days a week, reporting time violations, unlawful deduction of wages, any violation of meal or rest period and premium payment rights, failure to timely page wages including during employment and at separation, failure to provide accurate wage statements or keep or provide payroll or personnel records, failure to provide and pay all sick pay and vacation pay, and failure to perform or tender any rate of pay adjustment to any type of wage, benefit, meal or rest premium, overtime premium, vacation payment or any other payment whatsoever, and failure to reimburse business expenses.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees and Costs incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice and Released Claims in Paragraph 5.2.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

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

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 90 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of

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

7. SETTLEMENT ADMINISTRATION.

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

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

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

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

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

9. WAIVER OF RIGHT TO APPEAL. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any

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claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

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

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court.

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

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

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

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

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

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

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

10.12 Use and Return of PAGA Member Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of PAGA Member Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of PAGA Member Data.

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

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

10.15 No Publicity Regarding The Settlement Neither Plaintiff nor his counsel shall publicize or communicate the fact or terms of the settlement on any social media, any internet site, print media, or marketing/advertising materials. The Court shall have the power to enjoin violations of this provision and the prevailing party shall be entitled to its attorneys' fees and costs.

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

To Plaintiff: Aaron Bartz
aaron@bartzlawgroup.com
(949) 504-4413
5151 California Ave., Suite 100
Irvine, CA 92617.

To DEFENDANT: Diana Tabacopoulos
dtabacopoulos@seyfarth.com
(310) 201-5255
2029 Century Park East, Suite 3500
Los Angeles, CA 90067.

10.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this

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Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

DocuSigned by:

By: Terrance Oliver 9/17/2026
56A815CF6FC84D2...
TERRANCE OLIVER (Date)

By: _____
Off Duty Officers, Inc. (Date)
Name: _____
Title: _____

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Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

By: _____
TERRANCE OLIVER (Date)

By: DocuSigned by: Anthony Escamilla E15DF81CBB84484... September 22, 2026
Off Duty Officers, Inc. (Date)
Name: Anthony Escamilla
Title: Chief Financial Officer

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EXHIBIT A

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Clerk of the Superior Court
By J. Rael ,Deputy Clerk

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Email: walter@uelglaw.com

Attorneys for Plaintiff TERRANCE OLIVER and all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

TERRANCE OLIVER, an individual; on behalf of himself and all other aggrieved employees,

Plaintiff,

v.

OFF DUTY OFFICERS INC., a California corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No.: 24CU013040C

FIRST AMENDED COMPLAINT FOR CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT ("PAGA") [California Labor Code §§2698, et seq.]

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Plaintiff TERRANCE OLIVER, on behalf of himself and all other aggrieved employees (hereinafter, "Plaintiffs"), hereby complains against Defendant, OFF DUTY OFFICERS INC., a California corporation ("ODO"); and DOES 1 to 100, inclusive (hereinafter ODO, and Does 1-100 are collectively referred to herein as "Defendants"), and on information and belief allege as follows:

GENERAL ALLEGATIONS

JURISDICTION

1. This lawsuit is directed at Defendants' California state law violations of wage and hour laws -- it is a representative action seeking recovery of civil penalties under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code ("Labor Code") §§2698, et seq. PAGA permits "aggrieved employees" to bring a lawsuit as a representative action on behalf of themselves and other aggrieved current and former employees to recover civil penalties for Defendant's violations of the Labor Code, including, but not limited to California Labor Code sections 200-204, 206, 210, 212, 213, 216, 218, 218.5, 221, 225.5, 226, 226.3, 226.7, 227.3, 233, 245, et seq. (i.e., 245-249, the California Healthy Workplaces, Healthy Families Act), 256, 432, 510, 512, 551, 552, 558, 558.1 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698-2699, 2800, 2802, 2804, the applicable IWC Wage Order(s), Cal. Code of Regulations, Title 8, section 11000 et seq.

2. This action is brought as a representative action on behalf of all current and former aggrieved employees who were employed by Defendants in California and who work or worked as non-exempt hourly employees during the applicable time period and who were subject to Defendants' meal period policy, rest period policy, compensation policy, overtime policy, reimbursement policy, final payment of wages policy, and related wage and hour policies and/or practices.

3. As set forth in detail below, Defendants consistently implemented, maintained and enforced unlawful policies and practices regarding Plaintiffs in violation of California's wage and hour laws, which led to Defendants' violations of the Labor Code sections identified in paragraph 1 above and IWC Wage Orders to Defendants': (1) failure to pay all wages,

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including minimum wages, straight time wages, and overtime compensation; (2) failure to provide meal periods; (3) failure to authorize and permit rest periods or provide compensation in lieu thereof; (4) failure to timely pay all wages owed; (5) failure to properly maintain and submit accurate itemized wage statements; (6) failure to reimburse expenses; and (7) waiting time penalties. Such policies and practices, as described herein, violate the Labor Code, and trigger civil penalties under Labor Code §2699. Therefore, Plaintiffs, on behalf of themselves and all aggrieved employees, bring this representative PAGA action pursuant to the provisions of the Labor Code as referenced herein. Plaintiffs seek recovery of civil penalties, reasonable attorney's fees and costs, and other relief as deemed proper.

4. The acts complained of herein occurred, occur and will occur, at least in part, within the statute of limitations under the PAGA statute, or within the statute of limitations of any other Complaint or other filing which has tolled the claims asserted herein, up to and through the time of trial for this matter.

VENUE

5. Venue as to each of the Defendants is proper in this judicial district pursuant to California Code of Civil Procedure (CCP) §§ 395(a) and 395.5, as at least some of the acts complained of herein occurred in the County of San Diego. Each defendant either owns, maintains offices, transacts business, has an agent or agents within the County of San Diego, or otherwise is found within the County of San Diego, and each defendant is within the jurisdiction of this Court for purposes of service of process.

PARTIES

6. Plaintiff Terrance Oliver ("Oliver") is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff Oliver was a resident and citizen of California who worked for Defendants within the State of California.

7. Plaintiff is informed and believes and thereon alleges that at all times mentioned herein, defendant ODO is and was a California corporation.

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8. Plaintiff is informed and believes and thereon alleges that at all times mentioned herein, Defendants were authorized to do business in the State of California, County of San Diego, and offering security guard services.

9. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of defendants sued herein as DOES 1 to 100, inclusive, and for that reason, those defendants are sued under such fictitious names, and Plaintiff will seek from this Court leave to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and believes and thereon alleges that each of the Defendants and each fictitious defendant, whether individual, partners, or corporate, was responsible in some manner for the circumstances alleged herein, and proximately caused Plaintiff and all others similarly situated hereinafter alleged and the general public to be subjected to the unlawful employment practices, wrongs, injuries and damages complained of herein.

10. At all times herein mentioned, each of the Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Plaintiff herein alleges that Defendants and each of them is the joint employer of Plaintiff and the classes.

11. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise.

12. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and every one of the other Defendants in proximately causing the complaints, injuries and damages alleged herein.

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13. At all times herein mentioned, Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein. At all times herein mentioned, Defendants, and each of them, aided and abetted the acts and omissions of each and every one of the other Defendants, thereby proximately causing the penalties, as herein alleged.

COMMON FACTUAL ALLEGATIONS

14. Defendants own and operate a security company in California, including in the County of San Diego. This case arises out of Defendants' failure to comply with California's wage and hour laws.

15. Plaintiffs and the aggrieved employees who Plaintiffs seek to represent worked for Defendants as non-exempt employees in California, during the relevant time period.

16. During Plaintiffs' employment, Defendants have failed to pay Plaintiffs and other aggrieved employees the proper amount of straight time and overtime wages. Defendants have violated various sections of the Labor Code, including §§510 and 1194, by failing to provide Plaintiffs overtime compensation for work over 8 hours in a day and/or 40 hours in a week, because, among other things, Defendants fail to pay the regular rate of pay on overtime compensation because Defendants fail and refuse to incorporate non-discretionary income, bonuses, shift differentials, and the like into Plaintiffs' overtime pay. Moreover, Defendants fail to pay for all of Plaintiffs' pre-shift and post-shift work, and Plaintiffs regularly work through their meal periods without compensation. Plaintiffs are further informed and believe, and based thereon allege, that Defendants fail to pay for meal period premiums at the regular rate of pay. Plaintiffs are further informed and believe, and based thereon allege, that Defendants fail to pay for all sick time at the regular rate of pay.

17. Defendants also fail to provide Plaintiffs with meal and rest periods under California law. Defendants failed to adopt, implement, and enforce a uniform meal period policy that complied with California law. For example, Defendants required Plaintiffs to take meal periods after they worked for more than five hours, and Defendants failed to provide

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Plaintiffs with their full 30 minute duty-free meal period based on numerous factors, including but not limited to the fact that Plaintiffs remained on-call during their meal periods, the amount of work required of Plaintiffs by Defendants necessitated that Plaintiffs take their meal periods late, return early from their meal periods, and/or interrupt their meal periods. Moreover, as a matter of policy and/or practice, Defendants failed to pay Plaintiffs one hour of pay at their regular rate of pay for each workday that a 30 minute duty-free meal period was not provided. Defendants also failed to keep accurate records of meal breaks taken by Plaintiffs in violation of Labor Code §1174 and the applicable IWC Wage Orders.

18. Defendants also failed to adopt, implement, and enforce a uniform rest period policy that complied with California law. Defendants failed to authorize and permit Plaintiffs to take duty free rest periods of 10 minutes for every four hours worked or major fraction thereof, by requiring Plaintiffs to regularly work through their rest periods to complete their duties, and failing and refusing to provide a rest period for any hours in excess of 10 per day. Defendants also require that Plaintiffs be on-call during their rest periods, and cannot go off premises for their rest periods, in violation of California law. As a result of Defendants' lack of any meal or rest break policy that complies with California law, Defendants have violated Labor Code §§512 and 226.7 and the applicable IWC Wage Orders, among other things.

19. Defendants also willfully failed to provide properly itemized wage statements to Plaintiffs pursuant to Labor Code §226. Defendants, for example, fail to identify the correct hours and rates of pay for hours worked for Defendants, including but not limited to violations of Labor Code § 226(a)(9) by not setting forth "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate." Defendants also violate Labor Code §§ 226(a)(1) and 226(a)(5) by failing to correctly state the total net and gross wages earned by failing to itemize meal and rest period premium payments, among other things. The failure to provide accurate itemized wage statements violates Labor Code §§226, 2699, et seq., and IWC Wage Orders.

20. Defendants failed and refused to fully reimburse Plaintiffs for expenses

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necessarily and reasonably incurred for Defendants, including but not limited to expenses incurred by Plaintiffs for their cell phones used for work purposes, in violation of Labor Code § 2802, and IWC Wage Orders.

21. Defendants willfully failed and refused to timely pay all compensation due and owing to Plaintiffs whose employment was terminated during the relevant time period, by failing to pay all of Plaintiff's compensation due upon termination by failing and refusing to pay overtime and sick time at the regular rate of pay, minimum wages and straight time wages, failing to pay Plaintiffs for time worked during meal and rest periods, failing to pay Plaintiffs for an extra hour because Defendants failed to provide compliant meal and rest periods and/or to pay for such meal and rest period premiums at the regular rate of pay, and by Defendants' other unlawful actions as described herein. As such, Defendants are liable for accrued wages due, and waiting time penalties owed, in accordance with Labor Code §§201, 202, and 203.

PRIVATE ATTORNEYS GENERAL ACT CLAIM

22. On or about July 3, 2024, and thereafter on August 20, 2026, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

23. The LWDA failed to respond to Plaintiff's counsel's correspondence and failed to notify Plaintiffs' counsel as to whether it would investigate the allegations contained therein, within 65 calendar days of the postmark date of Plaintiffs' correspondence as required under Labor Code §2699.3. Plaintiffs have fully complied with the notice requirements set forth in Labor Code §2699.3 in order to commence a civil action against an employer pursuant to Labor Code §2699.

24. Defendants' failure to pay Plaintiffs for all hours worked, minimum wages, overtime compensation, failure to provide meal periods, failure to authorize and permit rest periods, failure to pay all wages upon termination or resignation, unlawful deductions, and

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failure to provide accurate itemized wage statements, will subject Defendants to civil penalties pursuant to, without limitation, Labor Code §§ 210, 226.3, 245, 246, 248.5, 256, 558, 1174.5, 1197.1, 1198, 2699 and the IWC Wage Orders.

25. Plaintiffs are aggrieved employees as defined in Labor Code §§2699(a) and (c), and related Labor Code provisions. Plaintiffs bring the causes of action below on behalf of themselves, as private attorneys general, and in a representative capacity on behalf of other aggrieved employees, affected by the labor law violations alleged herein.

A. FAILURE TO PAY ALL WAGES AND OVERTIME COMPENSATION

26. Labor Code §1194 states that any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

27. Labor Code §1197 states that the minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

28. Labor Code §510(a) and IWC Wage Orders regulating payment of wages in the state of California, provide that eight (8) hours of labor constitutes a day's work and any work in excess of eight (8) hours in one (1) workday and any work in excess of forty (40) hours in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for each employee and any work in excess of twelve (12) hours in any one workday shall be compensated at the rate of no less than twice the regular rate of pay for each employee.

29. At all relevant times, Defendants required Plaintiffs to perform work without compensation in violation of the IWC Wage Orders and the Labor Code. Specifically, Plaintiffs were not paid for all of their hours worked, in that Defendants failed to pay non-exempt hourly workers such as Plaintiffs for all of their hours worked by, among other things, not paying the regular rate of pay for overtime, sick pay, and break premiums by failing to

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incorporate all non-discretionary income into Plaintiffs' compensation, failing and refusing to pay for work during Plaintiffs' meal periods, and not paying for work prior to and after Plaintiffs' shifts. Defendants are therefore in violation of Labor Code §§245, 246, 510 and 1194, and the IWC Wage Orders.

30. Pursuant to Labor Code §218.6 and Civil Code §3287, Plaintiffs seek recovery of pre-judgment interest on all amounts recovered herein. Plaintiffs further request that this Court award reasonable attorneys' fees and costs incurred in this action pursuant to Labor Code §§1194(a) and/or 2699.

31. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiffs are aggrieved employees, entitled to recover civil penalties pursuant to the Labor Code, including but not limited to Labor Code §§558, 1197.1, and 2699(f). Plaintiffs seek only to recover the civil penalties provided for in §§558(a) and 1197.1 for the violations alleged herein, and do not seek to recover underpaid wages.

B. MEAL PERIODS (Labor Code §§226.7 and 512)

32. Labor Code §512 and applicable IWC Wage Orders state that an employer may not employ an employee for a work period of more than five (5) hours per day without providing the employee a meal period of not less than 30 minutes, and an employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes. The applicable Wage Orders state that unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. Labor Code §226.7(a) further states that no employer shall require any employee to work during any meal or rest period mandated by an applicable order of the IWC. Moreover, an employer is prohibited from exerting coercion against the taking of, creating incentives to forego, or otherwise encouraging the skipping of legally protected breaks.

33. Plaintiffs were not provided with nor given the opportunity to take the requisite meal periods before the end of the first 5 hours of work, nor were they provided with or given

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the opportunity to take a proper second meal period during the days when they worked more than 10 hours in a day. Moreover, among other things, Plaintiffs were required to work through their meal periods and/or remain on-call during their meal periods, in violation of California law.

34. Pursuant to Labor Code §226.7(b) and the IWC Wage Orders, if an employer fails to provide an employee a meal period in accordance with the applicable provisions of IWC Wage Orders, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided. As such, Plaintiffs are entitled to an additional one hour's pay for each day in which Plaintiffs were not provided a proper meal break under the above-described authorities.

35. Labor Code §558 and the IWC Wage Orders state, in pertinent part, that any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of any provision regulating hours and days of work in any order of the IWC shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. Plaintiffs seek only to recover the civil penalty provided for in §558(a) for the violations alleged herein, and do not seek to recover underpaid wages.

36. Plaintiffs request that the Court award interest on all unpaid wages at the legal rate specified by Civil Code §3289(b), accruing from the date the wages were due and payable pursuant to Labor Code §218.6.

37. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiffs are aggrieved employees, entitled to recover civil penalties pursuant to the Labor Code, including but not limited to Labor Code §§558 and 2699(f).

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C. REST PERIODS (Labor Code §226.7)

38. The IWC Wage Orders provide that every employer shall authorize and permit all employees to take rest periods. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four hours of work, or major fraction thereof. An employer must provide employees with 10 minutes rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on. Furthermore, Labor Code §1198 provides, in pertinent part: . . . The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

39. Plaintiffs were not permitted to take proper rest periods and/or were required to work during any "rest periods" in contravention of California law. Further, Plaintiffs and other aggrieved employees were required to waive the taking of their rest breaks because of the business of Defendants' operations, and/or were coerced not to take legally mandated rest periods by Defendants' criticizing, disciplining and/or reprimanding Plaintiffs and other aggrieved employees who attempted to take legally required rest periods; failed to schedule rest periods; and pressured Plaintiffs to remain available during the workday.

40. Defendants further adopted and implemented policies and practices by which Plaintiffs were required to remain on-call during their rest periods, and forbidden from going off premises for their rest periods, in violation of California law, and Defendants failed to pay Plaintiffs a missed rest period premium payment for each rest period that was not authorized or permitted, and/or failed to pay such rest period premium at Plaintiffs' regular rate of pay.

41. Pursuant to Labor Code §226.7(b) and IWC Wage Orders, if an employer fails to provide an employee a rest period in accordance with the applicable provisions of the IWC Wage Orders, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

42. As such, Plaintiffs are entitled to an additional one hour of pay for each day in

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which they were not provided a proper rest period under the above-described authorities.

43. Plaintiffs request that the Court award interest on all unpaid wages at the legal rate specified by Civil Code §3289(b), accruing from the date the wages were due and payable pursuant to Labor Code §218.6.

44. Labor Code §558 and IWC Wage Orders state, in pertinent part, that any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of any provision regulating hours and days of work in any order of the IWC shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. Pursuant to Labor Code §§558, 1198 and 2699, and/or IWC Wage Orders, Plaintiffs are entitled to civil penalties for each pay period in which Defendants underpaid their wages as set forth herein. Plaintiffs seek only to recover the civil penalty provided for in §558(a) for the violations alleged herein, and do not seek to recover underpaid wages.

45. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiffs are aggrieved employees, entitled to recover civil penalties pursuant to the Labor Code, including but not limited to Labor Code §§558, 2699(f), and applicable IWC Wage Orders.

E. FAILURE TO REIMBURSE EXPENSES

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

47. Defendants required Plaintiffs to maintain and use their own cell phones to perform their job duties, to clock in and out, and respond to text messages and phone calls for work purposes, but Defendants and failed and refused to reimburse Plaintiffs the full value for

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Plaintiffs to use their cell phones for company business.

48. Defendants' failure to reimburse and/or indemnify Plaintiffs for these necessary expenditures constitutes a violation of California law.

49. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiffs are aggrieved employees, entitled to recover civil penalties pursuant to the Labor Code, including but not limited to Labor Code § 2699(f).

F. FAILURE TO PROPERLY MAINTAIN AND SUBMIT ACCURATE ITEMIZED WAGE STATEMENTS (Labor Code §226)

50. Labor Code §§226, 1174, and/or the applicable IWC Wage Orders require employers to maintain and provide employees accurate time and employment records, as well as itemized wage statements showing, among other things, gross wages earned, the total hours worked by the employee, all deductions, net wages earned, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Furthermore, the applicable Wage Orders and Labor Code §226 requires every employer to keep accurate information with respect to each employee, including: (1) the employee's full name, home address, occupation, social security number, employee's date of birth, and time records showing when the employee begins and ends each work period; (2) an employee's meal periods; (3) total wages paid each payroll period; and (4) total hours worked during the payroll period and applicable rates of pay.

51. Defendants failed to properly maintain itemized wage statements in that, among other things, the wage statements provided do not set forth the accurate number of hours worked, correct rates of pay, all overtime compensation, meal periods, premium pay, and other related information required by California law. In addition, in implementing their illegal rest period policies and practices regarding Plaintiffs, Defendants failed to record wages for rest period and meal period premiums and other wages that should have been paid to Plaintiffs as required by California law. Defendants have failed to record all items delineated in Labor Code §226 and the applicable IWC Wage Orders, and required under

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Labor Code §1174. Plaintiffs are informed and believe that these failures were knowing and intentional by Defendants as Defendants sought to deprive Plaintiffs of their legitimate right to unpaid wages, and otherwise deprive them of their proper compensation. As a result of Defendants' intentional and knowing failure to maintain adequate itemized statements, Plaintiffs could not ascertain the actual amount of compensation they earned and/or were entitled to, and thereby are presumed to have suffered cognizable injury in the form of the accrual of unpaid wages, overtime, and interest pursuant to Labor Code §226(e)(2).

52. Pursuant to Labor Code §226(e), an employee who suffers injury as a result of an employer's knowing and intentional failure 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 exceeding an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees.

53. Pursuant to Labor Code §226.3, "[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation. . .."

54. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiffs are aggrieved employees, entitled to recover civil penalties pursuant to the Labor Code, including but not limited to Labor Code §§226.3, 1174.5 and 2699(f), as well as reasonable attorneys' fees and costs.

G. <u>WAITING TIME PENALTIES (Labor Code §§201-203)</u>

55. Labor Code §201 states that an employer is required to provide an employee who is terminated all unpaid wages immediately upon termination.

56. Plaintiffs are informed and believe and thereon allege that Defendants failed to pay Plaintiffs all wages due and owing immediately upon termination, thereby violating Labor Code §201.

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57. Labor Code §202 states, in pertinent part, that an employer is required to provide an employee who quits his or her employment all wages due and owing not later than 72 hours thereafter.

58. Plaintiffs are informed and believe and thereon allege that Defendants failed to pay Plaintiffs all wages due and owing upon voluntary resignation, thereby violating Labor Code §202.

59. Labor Code §203 states that if an employer willfully fails to pay an employee wages according to Labor Code §§201 and 202, these wages shall continue as a penalty for up to a maximum of 30 days.

60. Defendants willfully withheld paying Plaintiffs wages thereby violating Labor Code §203, as further set forth herein. As such, Defendants are required to pay Plaintiffs a 30-day wage penalty in addition to all unpaid wages as described herein.

61. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiffs are aggrieved employees, entitled to recover civil penalties pursuant to the Labor Code, including but not limited to Labor Code §§256 and 2699(f).

H. ALL CLAIMS

62. Pursuant to Labor Code §2699, Plaintiffs seek to recover civil penalties, as otherwise provided by statute and wage order, for which Defendants are liable as a result of their violations of the Labor Code and applicable Wage Order(s) in an amount to be proven at trial. These penalties include, but are not limited to, those provided by Labor Code §§210, 225.5, 226.3, 248.5, 256, 558, 1174.5, 1197.1, and 2699. Plaintiffs further seek an award of reasonable attorneys' fees and costs pursuant to the Labor Code §2699(g)(1) and any other applicable statute.

WHEREFORE, Plaintiffs pray:

a. For civil penalties pursuant to Labor Code §2699(f), in addition to and entirely independent and apart from other penalties in the Labor Code and for Labor Code violations without a specific civil penalty, in the amount of $100 for each

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aggrieved employee per pay period for each violation, and $200 for each aggrieved employee per pay period for each subsequent violation;

b. For civil penalties pursuant to Labor Code §558, as follows:

i. For any initial violation, fifty dollars ($50) for each aggrieved underpaid employee for each pay period for which the employee was underpaid;

ii. For each subsequent violation, one hundred dollars ($100) for each aggrieved underpaid employee for each pay period for which the employee was underpaid;

c. For civil penalties pursuant to Labor Code §1197.1, as follows:

i. For any initial violation that is intentionally committed, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid;

ii. For each subsequent violation for the same offense, two hundred fifty dollars ($250) for each aggrieved underpaid employee for each pay period for which the employee was underpaid regardless of whether the initial violation is intentionally committed;

d. For civil penalties per Labor Code §226.3 in the amount of $250 for each aggrieved employee per pay period for each violation, and $1,000 for each aggrieved employee per pay period for each subsequent violation;

e. For civil penalties per Labor Code §1174.5 in the amount of $500 for each willful failure to maintain records as required by Labor Code §1174(c);

f. For civil penalties per Labor Code §256 in the amount of one day of pay, at the same rate, for each day that an aggrieved employee was paid late, at the time of termination, until payment was/is made, up to a maximum of thirty (30) days;

g. For civil penalties per Labor Code §210 in the amount of $100 for each failure to pay each employee, and for each subsequent violation, or any willful or

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intentional violation, $200 for each failure to pay each employee;

h. For reasonable attorneys' fees and costs incurred; and

i. For such relief as this Court may deem just and proper.

Dated: September 1, 2026

BARTZ LAW GROUP, APC

By: /s/ Aaron A. Bartz
AARON A. BARTZ
Attorneys for Plaintiff Terrance Oliver and all others similarly situated

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PROOF OF SERVICE - C.C.P. §§ 1013B, 2015.5
STATE OF CALIFORNIA

I, the undersigned, am employed in the State of California. I am over the age of eighteen (18) years and not a party to the action. My business address is 5151 California Ave., Suite 100, Irvine, California 92617.

On September 1, 2026, I served true copies of the foregoing documents described as: **FIRST AMENDED COMPLAINT FOR CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT ("PAGA") [California Labor Code §§2698, et seq.]** on the interested parties in this action, addressed as follows:

Attorney for Defendant

Diana Tabacopoulos, Esq.
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Los Angeles, CA 90067-2901
Email: dtabacopoulos@seyfarth.com

Co-Counsel for Plaintiff

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( ) BY U.S. MAIL: The documents were placed in sealed, addressed envelopes on the above date and placed for collection and mailing at my place of business. I am "readily familiar" with the firm's practice of collecting and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

( ) BY ELECTRONIC SERVICE VIA CASE ANYWHERE: Based on a court order I caused the above-entitled document(s) to be served through Case Anywhere at www.caseanywhere.com addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the Case Anywhere Filing Receipt Page/Confirmation will be filed, deposited, or maintained with the original document(s) in this office.

(x) BY ELECTRONIC TRANSMISSION: I transmitted a PDF version of this document by electronic mail to the party(s) identified on the above service list using the e-mail address(es) indicated.

(x) (State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on September 1, 2026

/s/ Nestor Mejia /s/
Nestor Mejia.

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EXHIBIT B

Docusign Envelope ID: 5C2483F0-B094-863F-81E2-C738EDAA10E0

BARTZ LAW GROUP, APC
5151 California Ave., Suite 100
Irvine, California 92617
(949) 504-4413
aaron@bartzlawgroup.com

August 20, 2026

Notice Via Online Submission

PAGA Administrator
California Labor and Workforce Development Agency

Via Certified Mail (Return Receipt Requested)

Off Duty Officers, Inc.
c/o CSC – Lawyers Incorporating Service
Agent for Service of Process
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Re: ***Amended PAGA Letter – Terrance Oliver v. Off Duty Officers, Inc.***

Dear PAGA Administrator:

Please be advised that Bartz Law Group, APC and United Employees Law Group, PC, represent Terrance Oliver and all other similarly situated aggrieved employees ("Plaintiffs") with respect to their employment in California with Off Duty Officers, Inc. ("Employer").

Employer has committed numerous violations of the California Labor Code, including, but not limited to, sections 200-204, 206, 210, 212, 213, 216, 218, 218.5, 221, 225.5, 226, 226.3, 226.7, 227.3, 233, 245, et seq. (i.e., 245-249, the California Healthy Workplaces, Healthy Families Act), 256, 432, 510, 512, 551, 552, 558, 558.1 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698-2699, 2800, 2802, 2804, the applicable IWC Wage Order(s), Cal. Code of Regulations, Title 8, section 11000 et seq. The facts and theories to support the alleged violations are set forth herein.

Employer provides security services to clients in California. Plaintiff Oliver has been employed as a non-exempt security guard by Employer between 2020 and 2024. Plaintiffs worked for Employer in California within the last year, and were subject to the same wage and hour violations as Plaintiff Oliver.

A. Failure to Pay All Wages

Employer has regularly failed to pay Plaintiff Oliver and all other aggrieved employees all wages that they are owed, based upon Employer's policy and practice of failing to pay for all hours worked, by requiring Plaintiffs to show up to their shifts early and stay after their shifts for security briefings without payment. As such, Employer fails to pay all straight time, minimum wages, and overtime wages for all hours worked.

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Employer further fails to pay for all hours worked by failing and refusing to pay the regular rate of pay , and failing and refusing to pay vacation time in accordance with California law. Employer further fails and refuses to provide a day of rest for work in excess of six days a week, reporting time violations, and unlawfully deducts wages from Plaintiffs wages in violation of California law and fails to pay sick time at the regular rate of pay.

Labor Code § 204(a) provides in pertinent part that "[a]ll wages, other than those mentioned in [Labor Code] Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month." Pursuant to Labor Code § 204(b)(1), moreover, "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." Here, Employer did not pay Plaintiffs' all wages owed in a timely manner, based on the allegations above, thereby violating Labor Code § 204.

B. Meal Breaks

Employer has adopted, implemented and enforced uniform meal period policies that are not lawful under California law. Employer is required to provide a first meal period no later than the end of the 5th hour of work, and a second meal period no later than the end of the 10th hour of work. Plaintiffs are required to remain at their posts, vigilant and ready to respond to activities, during their meal periods. Moreover, Plaintiffs' meal periods often were late, missed, or short, because Plaintiffs were required to attend to their work duties, and Employer did not have sufficient staffing to allow Plaintiffs to take their meal periods duty-free. Plaintiffs frequently have to work through their meal periods, and even when getting their meal period, Plaintiffs are often interrupted and/or otherwise meal periods are taken while Plaintiffs are still attending to work activities, and as such, the meal periods are not duty-free.

Employer has also failed to pay Plaintiffs one hour of pay at their regular rate of pay for each workday that a compliant meal period was not provided. As such, Employer has violated Labor Code §§ 226.7 and 512.

C. Rest Breaks

Employer failed to adopt, implement, or enforce a rest break policy that complied with California law. Employer failed to authorize and permit Plaintiffs to take duty-free rest periods of 10 minutes for every four hours worked or major fraction thereof, by requiring Plaintiffs to regularly work through their rest periods to complete their duties. Employer requires Plaintiffs to be on-call during their rest periods, and requires Plaintiffs to remain on the premises during their rest periods. Moreover, Employer imposed obstacles to taking of rest periods, including restricting Plaintiffs from taking their rest periods because they were attending to work-related activities, disciplining Plaintiffs when they left their posts to take rest periods, and otherwise discouraging the taking of rest periods. As a result of Employer's lack of a rest break policy that complies with California law, Employer has violated Labor Code section 226.7.

Employer also failed to pay Plaintiffs one hour of pay at their regular rate of pay for each workday that a compliant rest period was not authorized or permitted. As such, Employer has violated Labor Code §§ 226.7 and 512.

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D. Failure to Reimburse Expenses

Employer also failed to reimburse Plaintiffs for all of their necessary and reasonable expenses incurred on behalf of the Employer. For example and without limitation, Plaintiffs were required to use their personal cell phones for company business, including responding to work calls and text messages on their personal cell phones, but Employer fails and refuses to reimburse Plaintiffs for the usage of their personal cell phones for work purposes.

E. Wage Statement Violations

In conjunction with the above-referenced violations, Employer willfully failed to provide properly itemized wage statements to Plaintiffs pursuant to Labor Code section 226. Violations include, but are not limited to: failure to provide itemized wage statements; an inaccurate showing of wages due and owing, failing to include gross wages earned as a result of not showing the correct or any meal and rest period premium payments on Plaintiffs' paystubs, failing to show all hourly rates in effect and the corresponding number of hours at each hourly rate, and failing to maintain accurate payroll and itemized wage statements. The failure to provide accurate itemized wage statements violates Labor Code § 226 and 1174.

F. Waiting Time Penalties

Employer willfully failed and refused to timely pay all compensation due and owing to Plaintiffs whose employment was terminated during the relevant time period, by failing to pay overtime, straight time and minimum wages for all hours worked, failing to pay Plaintiffs the regular rate of pay for overtime hours worked, and failing to pay Plaintiffs for an extra hour at the regular rate of pay because Employer failed to provide compliant meal and rest periods. As such, Employer is liable for accrued wages due, and waiting time penalties owed, in accordance with Labor Code §§ 201, 202, and 203.

CONCLUSION

Pursuant to Labor Code Section 2699.3, the undersigned, on behalf of Plaintiff Terrance Oliver and other aggrieved employees, are providing written notice of the alleged Labor Code violations. Please advise the undersigned if the agency intends to investigate the alleged violations. If not, Plaintiffs intend to pursue their claims under PAGA in a representative action lawsuit. Please also consider this letter as providing notice on behalf of other similarly aggrieved employees working for Employer, that were subject to the same Labor Code violations described above.

Should you have any questions with respect to the above, please do not hesitate to contact the undersigned.

Very truly yours,

BARTZ LAW GROUP, APC

/s/ Aaron A. Bartz
Aaron A. Bartz

EXHIBIT 2

BARTZ LAW GROUP, APC
5151 California Ave., Suite 100
Irvine, California 92617
(949) 504-4413
aaron@bartzlawgroup.com

August 20, 2026

Notice Via Online Submission

PAGA Administrator
California Labor and Workforce Development Agency

Via Certified Mail (Return Receipt Requested)

Off Duty Officers, Inc.
c/o CSC – Lawyers Incorporating Service
Agent for Service of Process
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Re: ***Amended PAGA Letter – Terrance Oliver v. Off Duty Officers, Inc.***

Dear PAGA Administrator:

Please be advised that Bartz Law Group, APC and United Employees Law Group, PC, represent Terrance Oliver and all other similarly situated aggrieved employees ("Plaintiffs") with respect to their employment in California with Off Duty Officers, Inc. ("Employer").

Employer has committed numerous violations of the California Labor Code, including, but not limited to, sections 200-204, 206, 210, 212, 213, 216, 218, 218.5, 221, 225.5, 226, 226.3, 226.7, 227.3, 233, 245, et seq. (i.e., 245-249, the California Healthy Workplaces, Healthy Families Act), 256, 432, 510, 512, 551, 552, 558, 558.1 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698-2699, 2800, 2802, 2804, the applicable IWC Wage Order(s), Cal. Code of Regulations, Title 8, section 11000 et seq. The facts and theories to support the alleged violations are set forth herein.

Employer provides security services to clients in California. Plaintiff Oliver has been employed as a non-exempt security guard by Employer between 2020 and 2024. Plaintiffs worked for Employer in California within the last year, and were subject to the same wage and hour violations as Plaintiff Oliver.

A. Failure to Pay All Wages

Employer has regularly failed to pay Plaintiff Oliver and all other aggrieved employees all wages that they are owed, based upon Employer's policy and practice of failing to pay for all hours worked, by requiring Plaintiffs to show up to their shifts early and stay after their shifts for security briefings without payment. As such, Employer fails to pay all straight time, minimum wages, and overtime wages for all hours worked.

Employer further fails to pay for all hours worked by failing and refusing to pay the regular rate of pay , and failing and refusing to pay vacation time in accordance with California law. Employer further fails and refuses to provide a day of rest for work in excess of six days a week, reporting time violations, and unlawfully deducts wages from Plaintiffs wages in violation of California law and fails to pay sick time at the regular rate of pay.

Labor Code § 204(a) provides in pertinent part that "[a]ll wages, other than those mentioned in [Labor Code] Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month." Pursuant to Labor Code § 204(b)(1), moreover, "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." Here, Employer did not pay Plaintiffs' all wages owed in a timely manner, based on the allegations above, thereby violating Labor Code § 204.

B. Meal Breaks

Employer has adopted, implemented and enforced uniform meal period policies that are not lawful under California law. Employer is required to provide a first meal period no later than the end of the 5th hour of work, and a second meal period no later than the end of the 10th hour of work. Plaintiffs are required to remain at their posts, vigilant and ready to respond to activities, during their meal periods. Moreover, Plaintiffs' meal periods often were late, missed, or short, because Plaintiffs were required to attend to their work duties, and Employer did not have sufficient staffing to allow Plaintiffs to take their meal periods duty-free. Plaintiffs frequently have to work through their meal periods, and even when getting their meal period, Plaintiffs are often interrupted and/or otherwise meal periods are taken while Plaintiffs are still attending to work activities, and as such, the meal periods are not duty-free.

Employer has also failed to pay Plaintiffs one hour of pay at their regular rate of pay for each workday that a compliant meal period was not provided. As such, Employer has violated Labor Code §§ 226.7 and 512.

C. Rest Breaks

Employer failed to adopt, implement, or enforce a rest break policy that complied with California law. Employer failed to authorize and permit Plaintiffs to take duty-free rest periods of 10 minutes for every four hours worked or major fraction thereof, by requiring Plaintiffs to regularly work through their rest periods to complete their duties. Employer requires Plaintiffs to be on-call during their rest periods, and requires Plaintiffs to remain on the premises during their rest periods. Moreover, Employer imposed obstacles to taking of rest periods, including restricting Plaintiffs from taking their rest periods because they were attending to work-related activities, disciplining Plaintiffs when they left their posts to take rest periods, and otherwise discouraging the taking of rest periods. As a result of Employer's lack of a rest break policy that complies with California law, Employer has violated Labor Code section 226.7.

Employer also failed to pay Plaintiffs one hour of pay at their regular rate of pay for each workday that a compliant rest period was not authorized or permitted. As such, Employer has violated Labor Code §§ 226.7 and 512.

D. Failure to Reimburse Expenses

Employer also failed to reimburse Plaintiffs for all of their necessary and reasonable expenses incurred on behalf of the Employer. For example and without limitation, Plaintiffs were required to use their personal cell phones for company business, including responding to work calls and text messages on their personal cell phones, but Employer fails and refuses to reimburse Plaintiffs for the usage of their personal cell phones for work purposes.

E. Wage Statement Violations

In conjunction with the above-referenced violations, Employer willfully failed to provide properly itemized wage statements to Plaintiffs pursuant to Labor Code section 226. Violations include, but are not limited to: failure to provide itemized wage statements; an inaccurate showing of wages due and owing, failing to include gross wages earned as a result of not showing the correct or any meal and rest period premium payments on Plaintiffs' paystubs, failing to show all hourly rates in effect and the corresponding number of hours at each hourly rate, and failing to maintain accurate payroll and itemized wage statements. The failure to provide accurate itemized wage statements violates Labor Code § 226 and 1174.

F. Waiting Time Penalties

Employer willfully failed and refused to timely pay all compensation due and owing to Plaintiffs whose employment was terminated during the relevant time period, by failing to pay overtime, straight time and minimum wages for all hours worked, failing to pay Plaintiffs the regular rate of pay for overtime hours worked, and failing to pay Plaintiffs for an extra hour at the regular rate of pay because Employer failed to provide compliant meal and rest periods. As such, Employer is liable for accrued wages due, and waiting time penalties owed, in accordance with Labor Code §§ 201, 202, and 203.

CONCLUSION

Pursuant to Labor Code Section 2699.3, the undersigned, on behalf of Plaintiff Terrance Oliver and other aggrieved employees, are providing written notice of the alleged Labor Code violations. Please advise the undersigned if the agency intends to investigate the alleged violations. If not, Plaintiffs intend to pursue their claims under PAGA in a representative action lawsuit. Please also consider this letter as providing notice on behalf of other similarly aggrieved employees working for Employer, that were subject to the same Labor Code violations described above.

Should you have any questions with respect to the above, please do not hesitate to contact the undersigned.

Very truly yours,

BARTZ LAW GROUP, APC

/s/ Aaron A. Bartz
Aaron A. Bartz

EXHIBIT 3

Aaron A. Bartz (SBN 198722)
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County of San Diego
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Clerk of the Superior Court
By J. Rael ,Deputy Clerk

Walter L. Haines, Esq. (SBN 71075)
UNITED EMPLOYEES LAW GROUP, PC
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
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Email: walter@uelglaw.com

Attorneys for Plaintiff TERRANCE OLIVER and all other aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

TERRANCE OLIVER, an individual; on behalf of himself and all other aggrieved employees,

Plaintiff,

v.

OFF DUTY OFFICERS INC., a California corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No.: 24CU013040C

FIRST AMENDED COMPLAINT FOR CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT ("PAGA") [California Labor Code §§2698, et seq.]

Plaintiff TERRANCE OLIVER, on behalf of himself and all other aggrieved employees (hereinafter, "Plaintiffs"), hereby complains against Defendant, OFF DUTY OFFICERS INC., a California corporation ("ODO"); and DOES 1 to 100, inclusive (hereinafter ODO, and Does 1-100 are collectively referred to herein as "Defendants"), and on information and belief allege as follows:

GENERAL ALLEGATIONS

JURISDICTION

1. This lawsuit is directed at Defendants' California state law violations of wage and hour laws -- it is a representative action seeking recovery of civil penalties under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code ("Labor Code") §§2698, et seq. PAGA permits "aggrieved employees" to bring a lawsuit as a representative action on behalf of themselves and other aggrieved current and former employees to recover civil penalties for Defendant's violations of the Labor Code, including, but not limited to California Labor Code sections 200-204, 206, 210, 212, 213, 216, 218, 218.5, 221, 225.5, 226, 226.3, 226.7, 227.3, 233, 245, et seq. (i.e., 245-249, the California Healthy Workplaces, Healthy Families Act), 256, 432, 510, 512, 551, 552, 558, 558.1 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698-2699, 2800, 2802, 2804, the applicable IWC Wage Order(s), Cal. Code of Regulations, Title 8, section 11000 et seq.

2. This action is brought as a representative action on behalf of all current and former aggrieved employees who were employed by Defendants in California and who work or worked as non-exempt hourly employees during the applicable time period and who were subject to Defendants' meal period policy, rest period policy, compensation policy, overtime policy, reimbursement policy, final payment of wages policy, and related wage and hour policies and/or practices.

3. As set forth in detail below, Defendants consistently implemented, maintained and enforced unlawful policies and practices regarding Plaintiffs in violation of California's wage and hour laws, which led to Defendants' violations of the Labor Code sections identified in paragraph 1 above and IWC Wage Orders to Defendants': (1) failure to pay all wages,

including minimum wages, straight time wages, and overtime compensation; (2) failure to provide meal periods; (3) failure to authorize and permit rest periods or provide compensation in lieu thereof; (4) failure to timely pay all wages owed; (5) failure to properly maintain and submit accurate itemized wage statements; (6) failure to reimburse expenses; and (7) waiting time penalties. Such policies and practices, as described herein, violate the Labor Code, and trigger civil penalties under Labor Code §2699. Therefore, Plaintiffs, on behalf of themselves and all aggrieved employees, bring this representative PAGA action pursuant to the provisions of the Labor Code as referenced herein. Plaintiffs seek recovery of civil penalties, reasonable attorney's fees and costs, and other relief as deemed proper.

4. The acts complained of herein occurred, occur and will occur, at least in part, within the statute of limitations under the PAGA statute, or within the statute of limitations of any other Complaint or other filing which has tolled the claims asserted herein, up to and through the time of trial for this matter.

VENUE

5. Venue as to each of the Defendants is proper in this judicial district pursuant to California Code of Civil Procedure (CCP) §§ 395(a) and 395.5, as at least some of the acts complained of herein occurred in the County of San Diego. Each defendant either owns, maintains offices, transacts business, has an agent or agents within the County of San Diego, or otherwise is found within the County of San Diego, and each defendant is within the jurisdiction of this Court for purposes of service of process.

PARTIES

6. Plaintiff Terrance Oliver ("Oliver") is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff Oliver was a resident and citizen of California who worked for Defendants within the State of California.

7. Plaintiff is informed and believes and thereon alleges that at all times mentioned herein, defendant ODO is and was a California corporation.

8. Plaintiff is informed and believes and thereon alleges that at all times mentioned herein, Defendants were authorized to do business in the State of California, County of San Diego, and offering security guard services.

9. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of defendants sued herein as DOES 1 to 100, inclusive, and for that reason, those defendants are sued under such fictitious names, and Plaintiff will seek from this Court leave to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and believes and thereon alleges that each of the Defendants and each fictitious defendant, whether individual, partners, or corporate, was responsible in some manner for the circumstances alleged herein, and proximately caused Plaintiff and all others similarly situated hereinafter alleged and the general public to be subjected to the unlawful employment practices, wrongs, injuries and damages complained of herein.

10. At all times herein mentioned, each of the Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Plaintiff herein alleges that Defendants and each of them is the joint employer of Plaintiff and the classes.

11. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise.

12. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and every one of the other Defendants in proximately causing the complaints, injuries and damages alleged herein.

13. At all times herein mentioned, Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein. At all times herein mentioned, Defendants, and each of them, aided and abetted the acts and omissions of each and every one of the other Defendants, thereby proximately causing the penalties, as herein alleged.

COMMON FACTUAL ALLEGATIONS

14. Defendants own and operate a security company in California, including in the County of San Diego. This case arises out of Defendants' failure to comply with California's wage and hour laws.

15. Plaintiffs and the aggrieved employees who Plaintiffs seek to represent worked for Defendants as non-exempt employees in California, during the relevant time period.

16. During Plaintiffs' employment, Defendants have failed to pay Plaintiffs and other aggrieved employees the proper amount of straight time and overtime wages. Defendants have violated various sections of the Labor Code, including §§510 and 1194, by failing to provide Plaintiffs overtime compensation for work over 8 hours in a day and/or 40 hours in a week, because, among other things, Defendants fail to pay the regular rate of pay on overtime compensation because Defendants fail and refuse to incorporate non-discretionary income, bonuses, shift differentials, and the like into Plaintiffs' overtime pay. Moreover, Defendants fail to pay for all of Plaintiffs' pre-shift and post-shift work, and Plaintiffs regularly work through their meal periods without compensation. Plaintiffs are further informed and believe, and based thereon allege, that Defendants fail to pay for meal period premiums at the regular rate of pay. Plaintiffs are further informed and believe, and based thereon allege, that Defendants fail to pay for all sick time at the regular rate of pay.

17. Defendants also fail to provide Plaintiffs with meal and rest periods under California law. Defendants failed to adopt, implement, and enforce a uniform meal period policy that complied with California law. For example, Defendants required Plaintiffs to take meal periods after they worked for more than five hours, and Defendants failed to provide

Plaintiffs with their full 30 minute duty-free meal period based on numerous factors, including but not limited to the fact that Plaintiffs remained on-call during their meal periods, the amount of work required of Plaintiffs by Defendants necessitated that Plaintiffs take their meal periods late, return early from their meal periods, and/or interrupt their meal periods. Moreover, as a matter of policy and/or practice, Defendants failed to pay Plaintiffs one hour of pay at their regular rate of pay for each workday that a 30 minute duty-free meal period was not provided. Defendants also failed to keep accurate records of meal breaks taken by Plaintiffs in violation of Labor Code §1174 and the applicable IWC Wage Orders.

18. Defendants also failed to adopt, implement, and enforce a uniform rest period policy that complied with California law. Defendants failed to authorize and permit Plaintiffs to take duty free rest periods of 10 minutes for every four hours worked or major fraction thereof, by requiring Plaintiffs to regularly work through their rest periods to complete their duties, and failing and refusing to provide a rest period for any hours in excess of 10 per day. Defendants also require that Plaintiffs be on-call during their rest periods, and cannot go off premises for their rest periods, in violation of California law. As a result of Defendants' lack of any meal or rest break policy that complies with California law, Defendants have violated Labor Code §§512 and 226.7 and the applicable IWC Wage Orders, among other things.

19. Defendants also willfully failed to provide properly itemized wage statements to Plaintiffs pursuant to Labor Code §226. Defendants, for example, fail to identify the correct hours and rates of pay for hours worked for Defendants, including but not limited to violations of Labor Code § 226(a)(9) by not setting forth "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate." Defendants also violate Labor Code §§ 226(a)(1) and 226(a)(5) by failing to correctly state the total net and gross wages earned by failing to itemize meal and rest period premium payments, among other things. The failure to provide accurate itemized wage statements violates Labor Code §§226, 2699, et seq., and IWC Wage Orders.

20. Defendants failed and refused to fully reimburse Plaintiffs for expenses

necessarily and reasonably incurred for Defendants, including but not limited to expenses incurred by Plaintiffs for their cell phones used for work purposes, in violation of Labor Code § 2802, and IWC Wage Orders.

21. Defendants willfully failed and refused to timely pay all compensation due and owing to Plaintiffs whose employment was terminated during the relevant time period, by failing to pay all of Plaintiff's compensation due upon termination by failing and refusing to pay overtime and sick time at the regular rate of pay, minimum wages and straight time wages, failing to pay Plaintiffs for time worked during meal and rest periods, failing to pay Plaintiffs for an extra hour because Defendants failed to provide compliant meal and rest periods and/or to pay for such meal and rest period premiums at the regular rate of pay, and by Defendants' other unlawful actions as described herein. As such, Defendants are liable for accrued wages due, and waiting time penalties owed, in accordance with Labor Code §§201, 202, and 203.

PRIVATE ATTORNEYS GENERAL ACT CLAIM

22. On or about July 3, 2024, and thereafter on August 20, 2026, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

23. The LWDA failed to respond to Plaintiff's counsel's correspondence and failed to notify Plaintiffs' counsel as to whether it would investigate the allegations contained therein, within 65 calendar days of the postmark date of Plaintiffs' correspondence as required under Labor Code §2699.3. Plaintiffs have fully complied with the notice requirements set forth in Labor Code §2699.3 in order to commence a civil action against an employer pursuant to Labor Code §2699.

24. Defendants' failure to pay Plaintiffs for all hours worked, minimum wages, overtime compensation, failure to provide meal periods, failure to authorize and permit rest periods, failure to pay all wages upon termination or resignation, unlawful deductions, and

failure to provide accurate itemized wage statements, will subject Defendants to civil penalties pursuant to, without limitation, Labor Code §§ 210, 226.3, 245, 246, 248.5, 256, 558, 1174.5, 1197.1, 1198, 2699 and the IWC Wage Orders.

25. Plaintiffs are aggrieved employees as defined in Labor Code §§2699(a) and (c), and related Labor Code provisions. Plaintiffs bring the causes of action below on behalf of themselves, as private attorneys general, and in a representative capacity on behalf of other aggrieved employees, affected by the labor law violations alleged herein.

A. FAILURE TO PAY ALL WAGES AND OVERTIME COMPENSATION

26. Labor Code §1194 states that any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

27. Labor Code §1197 states that the minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

28. Labor Code §510(a) and IWC Wage Orders regulating payment of wages in the state of California, provide that eight (8) hours of labor constitutes a day's work and any work in excess of eight (8) hours in one (1) workday and any work in excess of forty (40) hours in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for each employee and any work in excess of twelve (12) hours in any one workday shall be compensated at the rate of no less than twice the regular rate of pay for each employee.

29. At all relevant times, Defendants required Plaintiffs to perform work without compensation in violation of the IWC Wage Orders and the Labor Code. Specifically, Plaintiffs were not paid for all of their hours worked, in that Defendants failed to pay non-exempt hourly workers such as Plaintiffs for all of their hours worked by, among other things, not paying the regular rate of pay for overtime, sick pay, and break premiums by failing to

incorporate all non-discretionary income into Plaintiffs' compensation, failing and refusing to pay for work during Plaintiffs' meal periods, and not paying for work prior to and after Plaintiffs' shifts. Defendants are therefore in violation of Labor Code §§245, 246, 510 and 1194, and the IWC Wage Orders.

30. Pursuant to Labor Code §218.6 and Civil Code §3287, Plaintiffs seek recovery of pre-judgment interest on all amounts recovered herein. Plaintiffs further request that this Court award reasonable attorneys' fees and costs incurred in this action pursuant to Labor Code §§1194(a) and/or 2699.

31. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiffs are aggrieved employees, entitled to recover civil penalties pursuant to the Labor Code, including but not limited to Labor Code §§558, 1197.1, and 2699(f). Plaintiffs seek only to recover the civil penalties provided for in §§558(a) and 1197.1 for the violations alleged herein, and do not seek to recover underpaid wages.

B. MEAL PERIODS (Labor Code §§226.7 and 512)

32. Labor Code §512 and applicable IWC Wage Orders state that an employer may not employ an employee for a work period of more than five (5) hours per day without providing the employee a meal period of not less than 30 minutes, and an employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes. The applicable Wage Orders state that unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. Labor Code §226.7(a) further states that no employer shall require any employee to work during any meal or rest period mandated by an applicable order of the IWC. Moreover, an employer is prohibited from exerting coercion against the taking of, creating incentives to forego, or otherwise encouraging the skipping of legally protected breaks.

33. Plaintiffs were not provided with nor given the opportunity to take the requisite meal periods before the end of the first 5 hours of work, nor were they provided with or given

the opportunity to take a proper second meal period during the days when they worked more than 10 hours in a day. Moreover, among other things, Plaintiffs were required to work through their meal periods and/or remain on-call during their meal periods, in violation of California law.

34. Pursuant to Labor Code §226.7(b) and the IWC Wage Orders, if an employer fails to provide an employee a meal period in accordance with the applicable provisions of IWC Wage Orders, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided. As such, Plaintiffs are entitled to an additional one hour's pay for each day in which Plaintiffs were not provided a proper meal break under the above-described authorities.

35. Labor Code §558 and the IWC Wage Orders state, in pertinent part, that any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of any provision regulating hours and days of work in any order of the IWC shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. Plaintiffs seek only to recover the civil penalty provided for in §558(a) for the violations alleged herein, and do not seek to recover underpaid wages.

36. Plaintiffs request that the Court award interest on all unpaid wages at the legal rate specified by Civil Code §3289(b), accruing from the date the wages were due and payable pursuant to Labor Code §218.6.

37. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiffs are aggrieved employees, entitled to recover civil penalties pursuant to the Labor Code, including but not limited to Labor Code §§558 and 2699(f).

C. REST PERIODS (Labor Code §226.7)

38. The IWC Wage Orders provide that every employer shall authorize and permit all employees to take rest periods. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four hours of work, or major fraction thereof. An employer must provide employees with 10 minutes rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on. Furthermore, Labor Code §1198 provides, in pertinent part: . . . The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

39. Plaintiffs were not permitted to take proper rest periods and/or were required to work during any "rest periods" in contravention of California law. Further, Plaintiffs and other aggrieved employees were required to waive the taking of their rest breaks because of the business of Defendants' operations, and/or were coerced not to take legally mandated rest periods by Defendants' criticizing, disciplining and/or reprimanding Plaintiffs and other aggrieved employees who attempted to take legally required rest periods; failed to schedule rest periods; and pressured Plaintiffs to remain available during the workday.

40. Defendants further adopted and implemented policies and practices by which Plaintiffs were required to remain on-call during their rest periods, and forbidden from going off premises for their rest periods, in violation of California law, and Defendants failed to pay Plaintiffs a missed rest period premium payment for each rest period that was not authorized or permitted, and/or failed to pay such rest period premium at Plaintiffs' regular rate of pay.

41. Pursuant to Labor Code §226.7(b) and IWC Wage Orders, if an employer fails to provide an employee a rest period in accordance with the applicable provisions of the IWC Wage Orders, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

42. As such, Plaintiffs are entitled to an additional one hour of pay for each day in

which they were not provided a proper rest period under the above-described authorities.

43. Plaintiffs request that the Court award interest on all unpaid wages at the legal rate specified by Civil Code §3289(b), accruing from the date the wages were due and payable pursuant to Labor Code §218.6.

44. Labor Code §558 and IWC Wage Orders state, in pertinent part, that any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of any provision regulating hours and days of work in any order of the IWC shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. Pursuant to Labor Code §§558, 1198 and 2699, and/or IWC Wage Orders, Plaintiffs are entitled to civil penalties for each pay period in which Defendants underpaid their wages as set forth herein. Plaintiffs seek only to recover the civil penalty provided for in §558(a) for the violations alleged herein, and do not seek to recover underpaid wages.

45. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiffs are aggrieved employees, entitled to recover civil penalties pursuant to the Labor Code, including but not limited to Labor Code §§558, 2699(f), and applicable IWC Wage Orders.

E. FAILURE TO REIMBURSE EXPENSES

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

47. Defendants required Plaintiffs to maintain and use their own cell phones to perform their job duties, to clock in and out, and respond to text messages and phone calls for work purposes, but Defendants and failed and refused to reimburse Plaintiffs the full value for

Plaintiffs to use their cell phones for company business.

48. Defendants' failure to reimburse and/or indemnify Plaintiffs for these necessary expenditures constitutes a violation of California law.

49. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiffs are aggrieved employees, entitled to recover civil penalties pursuant to the Labor Code, including but not limited to Labor Code § 2699(f).

F. FAILURE TO PROPERLY MAINTAIN AND SUBMIT ACCURATE ITEMIZED WAGE STATEMENTS (Labor Code §226)

50. Labor Code §§226, 1174, and/or the applicable IWC Wage Orders require employers to maintain and provide employees accurate time and employment records, as well as itemized wage statements showing, among other things, gross wages earned, the total hours worked by the employee, all deductions, net wages earned, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Furthermore, the applicable Wage Orders and Labor Code §226 requires every employer to keep accurate information with respect to each employee, including: (1) the employee's full name, home address, occupation, social security number, employee's date of birth, and time records showing when the employee begins and ends each work period; (2) an employee's meal periods; (3) total wages paid each payroll period; and (4) total hours worked during the payroll period and applicable rates of pay.

51. Defendants failed to properly maintain itemized wage statements in that, among other things, the wage statements provided do not set forth the accurate number of hours worked, correct rates of pay, all overtime compensation, meal periods, premium pay, and other related information required by California law. In addition, in implementing their illegal rest period policies and practices regarding Plaintiffs, Defendants failed to record wages for rest period and meal period premiums and other wages that should have been paid to Plaintiffs as required by California law. Defendants have failed to record all items delineated in Labor Code §226 and the applicable IWC Wage Orders, and required under

Labor Code §1174. Plaintiffs are informed and believe that these failures were knowing and intentional by Defendants as Defendants sought to deprive Plaintiffs of their legitimate right to unpaid wages, and otherwise deprive them of their proper compensation. As a result of Defendants' intentional and knowing failure to maintain adequate itemized statements, Plaintiffs could not ascertain the actual amount of compensation they earned and/or were entitled to, and thereby are presumed to have suffered cognizable injury in the form of the accrual of unpaid wages, overtime, and interest pursuant to Labor Code §226(e)(2).

52. Pursuant to Labor Code §226(e), an employee who suffers injury as a result of an employer's knowing and intentional failure 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 exceeding an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees.

53. Pursuant to Labor Code §226.3, "[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation. . .."

54. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiffs are aggrieved employees, entitled to recover civil penalties pursuant to the Labor Code, including but not limited to Labor Code §§226.3, 1174.5 and 2699(f), as well as reasonable attorneys' fees and costs.

G. <u>WAITING TIME PENALTIES (Labor Code §§201-203)</u>

55. Labor Code §201 states that an employer is required to provide an employee who is terminated all unpaid wages immediately upon termination.

56. Plaintiffs are informed and believe and thereon allege that Defendants failed to pay Plaintiffs all wages due and owing immediately upon termination, thereby violating Labor Code §201.

57. Labor Code §202 states, in pertinent part, that an employer is required to provide an employee who quits his or her employment all wages due and owing not later than 72 hours thereafter.

58. Plaintiffs are informed and believe and thereon allege that Defendants failed to pay Plaintiffs all wages due and owing upon voluntary resignation, thereby violating Labor Code §202.

59. Labor Code §203 states that if an employer willfully fails to pay an employee wages according to Labor Code §§201 and 202, these wages shall continue as a penalty for up to a maximum of 30 days.

60. Defendants willfully withheld paying Plaintiffs wages thereby violating Labor Code §203, as further set forth herein. As such, Defendants are required to pay Plaintiffs a 30-day wage penalty in addition to all unpaid wages as described herein.

61. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiffs are aggrieved employees, entitled to recover civil penalties pursuant to the Labor Code, including but not limited to Labor Code §§256 and 2699(f).

H. ALL CLAIMS

62. Pursuant to Labor Code §2699, Plaintiffs seek to recover civil penalties, as otherwise provided by statute and wage order, for which Defendants are liable as a result of their violations of the Labor Code and applicable Wage Order(s) in an amount to be proven at trial. These penalties include, but are not limited to, those provided by Labor Code §§210, 225.5, 226.3, 248.5, 256, 558, 1174.5, 1197.1, and 2699. Plaintiffs further seek an award of reasonable attorneys' fees and costs pursuant to the Labor Code §2699(g)(1) and any other applicable statute.

WHEREFORE, Plaintiffs pray:

a. For civil penalties pursuant to Labor Code §2699(f), in addition to and entirely independent and apart from other penalties in the Labor Code and for Labor Code violations without a specific civil penalty, in the amount of $100 for each

aggrieved employee per pay period for each violation, and $200 for each aggrieved employee per pay period for each subsequent violation;

b. For civil penalties pursuant to Labor Code §558, as follows:

i. For any initial violation, fifty dollars ($50) for each aggrieved underpaid employee for each pay period for which the employee was underpaid;

ii. For each subsequent violation, one hundred dollars ($100) for each aggrieved underpaid employee for each pay period for which the employee was underpaid;

c. For civil penalties pursuant to Labor Code §1197.1, as follows:

i. For any initial violation that is intentionally committed, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid;

ii. For each subsequent violation for the same offense, two hundred fifty dollars ($250) for each aggrieved underpaid employee for each pay period for which the employee was underpaid regardless of whether the initial violation is intentionally committed;

d. For civil penalties per Labor Code §226.3 in the amount of $250 for each aggrieved employee per pay period for each violation, and $1,000 for each aggrieved employee per pay period for each subsequent violation;

e. For civil penalties per Labor Code §1174.5 in the amount of $500 for each willful failure to maintain records as required by Labor Code §1174(c);

f. For civil penalties per Labor Code §256 in the amount of one day of pay, at the same rate, for each day that an aggrieved employee was paid late, at the time of termination, until payment was/is made, up to a maximum of thirty (30) days;

g. For civil penalties per Labor Code §210 in the amount of $100 for each failure to pay each employee, and for each subsequent violation, or any willful or

intentional violation, $200 for each failure to pay each employee;

h. For reasonable attorneys' fees and costs incurred; and

i. For such relief as this Court may deem just and proper.

Dated: September 1, 2026

BARTZ LAW GROUP, APC

By: /s/ Aaron A. Bartz
AARON A. BARTZ
Attorneys for Plaintiff Terrance Oliver and all others similarly situated

PROOF OF SERVICE - C.C.P. §§ 1013B, 2015.5
STATE OF CALIFORNIA

I, the undersigned, am employed in the State of California. I am over the age of eighteen (18) years and not a party to the action. My business address is 5151 California Ave., Suite 100, Irvine, California 92617.

On September 1, 2026, I served true copies of the foregoing documents described as: **FIRST AMENDED COMPLAINT FOR CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT ("PAGA") [California Labor Code §§2698, et seq.]** on the interested parties in this action, addressed as follows:

Attorney for Defendant

Diana Tabacopoulos, Esq.
SEYFARTH SHAW LLP
2029 Century Park E, Ste 3500
Los Angeles, CA 90067-2901
Email: dtabacopoulos@seyfarth.com

Co-Counsel for Plaintiff

Walter L. Haines, Esq.
UNITED EMPLOYEES LAW GROUP, PC
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
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( ) BY U.S. MAIL: The documents were placed in sealed, addressed envelopes on the above date and placed for collection and mailing at my place of business. I am "readily familiar" with the firm's practice of collecting and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

( ) BY ELECTRONIC SERVICE VIA CASE ANYWHERE: Based on a court order I caused the above-entitled document(s) to be served through Case Anywhere at www.caseanywhere.com addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the Case Anywhere Filing Receipt Page/Confirmation will be filed, deposited, or maintained with the original document(s) in this office.

(x) BY ELECTRONIC TRANSMISSION: I transmitted a PDF version of this document by electronic mail to the party(s) identified on the above service list using the e-mail address(es) indicated.

(x) (State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on September 1, 2026

/s/ Nestor Mejia /s/
Nestor Mejia.

EXHIBIT 4

Activities Export

11/03/2026
10:01 AM

Date	Type	Description	Matter	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
11/02/2026		Client conference call re Case status and DEcl re MPA. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Nestor Mejia	0.10h	$295.00	-	$29.50
10/29/2026		Prepare declaration, and review and revise same. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Aaron Bartz	1.00h	$1,025.00	-	$1,025.00
10/28/2026		Conference calls with client and co-counsel regarding settlement. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Aaron Bartz	1.00h	$1,025.00	-	$1,025.00
10/27/2026		Review and revise motion for PAGA approval and supporting papers. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Aaron Bartz	2.50h	$1,025.00	-	$2,562.50
10/26/2026		Review and revise motion for approval of PAGA settlement. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Aaron Bartz	4.00h	$1,025.00	-	$4,100.00
10/23/2026		Review and revise motion and supporting declarations and proposed Judgment re PAGA settlement. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Marcos Pena	3.90h	$625.00	-	$2,437.50
10/16/2026		Review and revise Motion for Approval of PAGA Settlement. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Marcos Pena	4.50h	$625.00	-	$2,812.50
10/14/2026		Revise Motion for settlement approval. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Marcos Pena	3.44h	$625.00	-	$2,150.00
					103.31h		**$0.00** 0.00h	**$80,467.95** 103.31h

Activities Export

11/03/2026
10:01 AM

Date	Type	Description	Matter	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
10/14/2026		Conference with AB re motion to approve settlement. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Marcos Pena	0.96h	$625.00	-	$600.00
10/13/2026		Continue drafting Motion for Approval of Settlement. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Marcos Pena	3.90h	$625.00	-	$2,437.50
10/12/2026		Draft Motion to Approve Settlement Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Marcos Pena	1.67h	$625.00	-	$1,043.75
09/14/2026		Review and consider settlement, and conference call with client regarding same. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Aaron Bartz	1.00h	$1,025.00	-	$1,025.00
09/04/2026		Finalize settlement agreement with exhibits and prepare email to OPC regarding same. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Aaron Bartz	1.00h	$1,025.00	-	$1,025.00
08/31/2026		Conference with attorney, and file FAC. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Nestor Mejia	0.50h	$295.00	-	$147.50
08/31/2026		Called client re case status Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Nestor Mejia	0.10h	$295.00	-	$29.50
08/28/2026		Draft, speak with attorney, finalize, file , and serve Notice of Order re: FAC. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Nestor Mejia	1.00h	$295.00	-	$295.00
					103.31h		**$0.00** 0.00h	**$80,467.95** 103.31h

Activities Export

11/03/2026
10:01 AM

Date	Type	Description	Matter	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
08/21/2026		Draft, finalize, file, and serve stipulation and proposed order Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Nestor Mejia	1.00h	$295.00	-	$295.00
08/20/2026		Review and consider revisions to amended PAGA notice and first amended complaint, and revise stipulation of file first amended complaint; review and respond to emails from OPC. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Aaron Bartz	2.00h	$1,025.00	-	$2,050.00
07/30/2026		Client Conference Call re Case Status. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Nestor Mejia	0.10h	$295.00	-	$29.50
07/28/2026		Prepare amended PAGA letter and amended complaint. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Aaron Bartz	3.00h	$1,025.00	-	$3,075.00
06/19/2026		Review and consider Long-form Settlement Agreement, and revise same; prepare email to OPC. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Aaron Bartz	2.00h	$1,025.00	-	$2,050.00
04/17/2026		Prepare for Mediation, and attend same. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Aaron Bartz	9.00h	$1,025.00	-	$9,225.00
04/16/2026		Prepare for Mediation. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Aaron Bartz	2.00h	$1,025.00	-	$2,050.00
04/13/2026		Conference call with Mediator; Prepare Mediation Brief, and	00082-Oliver Terrance Oliver v. Off Duty	Aaron Bartz	4.00h	$1,025.00	-	$4,100.00
					103.31h		**$0.00** 0.00h	**$80,467.95** 103.31h

Activities Export

11/03/2026
10:01 AM

Date	Type	Description	Matter	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
		revise and final same. Unbilled	Officers Inc.					
04/09/2026		Research re Mediation, and prepare Mediation Brief. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Aaron Bartz	6.00h	$1,025.00	-	$6,150.00
03/23/2026		Client conference call re Case Status and Mediation Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Nestor Mejia	0.10h	$295.00	-	$29.50
02/03/2026		Client Conference call re Case Status Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Nestor Mejia	0.10h	$295.00	-	$29.50
11/21/2025		Review case, and attend hearing; Prepare memo. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Aaron Bartz	1.00h	$925.00	-	$925.00
10/30/2025		Revise CMC statement, and conference regarding same. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Aaron Bartz	0.50h	$925.00	-	$462.50
10/30/2025		Draft, discuss with attorney, finalize, file and serve CMS. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Nestor Mejia	1.00h	$295.00	-	$295.00
08/20/2025		Review case for further handling. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Rex Phillips	0.30h	$650.00	-	$195.00
08/19/2025		Review case for further handling, and review and respond to emails regarding same. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Aaron Bartz	0.50h	$925.00	-	$462.50
					103.31h		**$0.00** 0.00h	**$80,467.95** 103.31h

Activities Export

11/03/2026
10:01 AM

Date	Type	Description	Matter	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
08/15/2025		Client Conference Call re : Initial disclosure information and discussion with attorney. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Nestor Mejia	1.00h	$295.00	-	$295.00
08/14/2025		Review documents produced by client for initial disclosure purposes. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Rex Phillips	1.20h	$650.00	-	$780.00
08/14/2025		Review case for further handling; prepare initial disclosures. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Rex Phillips	1.50h	$650.00	-	$975.00
07/28/2025		Review case for further handling. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Rex Phillips	0.60h	$650.00	-	$390.00
07/28/2025		Client conference call re case status. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Nestor Mejia	0.50h	$295.00	-	$147.50
07/03/2025		Review case file for further handling. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Rex Phillips	0.40h	$650.00	-	$260.00
06/23/2025		Prepare for and attend preliminary arbitration conference. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Rex Phillips	2.50h	$650.00	-	$1,625.00
06/23/2025		Review case materials, and conferences with RP regarding case; Attend Arbitration Status Conference. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Aaron Bartz	2.00h	$925.00	-	$1,850.00
					103.31h		**$0.00** 0.00h	**$80,467.95** 103.31h

Activities Export

11/03/2026
10:01 AM

Date	Type	Description	Matter	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
06/20/2025		Prepare for preliminary arbitration conference; research arbitration rules and arbitration agreement regarding the same; draft outline of issues regarding arbitration conference; research regarding the same. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Rex Phillips	3.20h	$650.00	-	$2,080.00
06/19/2025		Review case for further handling in consideration of pre-arbitration conference. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Rex Phillips	0.60h	$650.00	-	$390.00
06/05/2025		Review case file for further handling and arbitration deadlines. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Rex Phillips	0.50h	$650.00	-	$325.00
05/30/2025		Review case file to determine relevant arbitration dates and deadlines. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Rex Phillips	0.40h	$650.00	-	$260.00
05/28/2025		Review case file for further handling. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Rex Phillips	0.30h	$650.00	-	$195.00
05/12/2025		Review correspondence from arbitration case manager regarding selection of arbitrator; review case file for further handling. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Rex Phillips	0.30h	$650.00	-	$195.00
05/08/2025		Review case file for further handling re arbitration.	00082-Oliver Terrance Oliver v. Off Duty	Rex Phillips	0.40h	$650.00	-	$260.00
					103.31h		**$0.00** 0.00h	**$80,467.95** 103.31h

Activities Export

11/03/2026
10:01 AM

Date	Type	Description	Matter	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
		Unbilled	Officers Inc.					
04/24/2025		Review and consider arbitration strike list, and research regarding same. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Aaron Bartz	1.50h	$925.00	-	$1,387.50
04/16/2025		Review case file for further handling. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Rex Phillips	0.30h	$650.00	-	$195.00
04/03/2025		Review email from arbitration case coordinator; review arbitration rules; review case file for further handling. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Rex Phillips	0.50h	$650.00	-	$325.00
04/01/2025		Continued revision to arbitration complaint and finalization of arbitration demand. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Rex Phillips	0.60h	$650.00	-	$390.00
03/31/2025		Revise arbitration complaint. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Rex Phillips	0.70h	$650.00	-	$455.00
03/27/2025		Review, revise, and finalize draft of arbitration complaint and arbitration demand. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Rex Phillips	2.70h	$650.00	-	$1,755.00
03/14/2025		Review and revise draft of arbitration demand and complaint. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Rex Phillips	1.60h	$650.00	-	$1,040.00
					103.31h		**$0.00** 0.00h	**$80,467.95** 103.31h

Activities Export

11/03/2026
10:01 AM

Date	Type	Description	Matter	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
03/03/2025		Review case for further handling re arbitration demand. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Rex Phillips	0.50h	$650.00	-	$325.00
02/04/2025		Review case file for further handling regarding arbitration demand. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Rex Phillips	0.50h	$650.00	-	$325.00
01/13/2025		Internal case review with Aaron Bartz for further handling regarding arbitration. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Rex Phillips	0.30h	$650.00	-	$195.00
11/22/2024		Finalize stipulation to arbitration and declaration in support of the same. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Rex Phillips	0.40h	$650.00	-	$260.00
11/22/2024		Continued revisions to stipulation to arbitration; email to OPC regarding the same. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Rex Phillips	0.50h	$650.00	-	$325.00
11/19/2024		Emails to OPC regarding edits to stipulation to arbitration. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Rex Phillips	0.40h	$650.00	-	$260.00
11/19/2024		Revise stipulation and declaration regarding stipulation to arbitration and stay of PAGA claims. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Rex Phillips	1.20h	$650.00	-	$780.00
11/19/2024		Review and consider Stipulation, and review case for further	00082-Oliver Terrance Oliver v. Off Duty	Aaron Bartz	0.50h	$850.00	-	$425.00
					103.31h		**$0.00** 0.00h	**$80,467.95** 103.31h

Activities Export

11/03/2026
10:01 AM

Date	Type	Description	Matter	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
		handling. Unbilled	Officers Inc.					
11/15/2024		Review for revisions OPC draft of stipulation and supporting declaration to submit to arbitration and dismiss class claims. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Rex Phillips	0.60h	$650.00	-	$390.00
11/12/2024		Review arbitration agreement provided by OPC; research regarding the same. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Rex Phillips	0.70h	$650.00	-	$455.00
10/31/2024		Conference call with OPC regarding case, and review for further handling. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Aaron Bartz	0.50h	$850.00	-	$425.00
10/10/2024		Filing One Legal Document Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Nestor Mejia	0.17h	$295.00	-	$50.15
09/25/2024		Draft , discuss with attorney, finalize complaint with supporting documents, and file Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Nestor Mejia	1.50h	$295.00	-	$442.50
09/24/2024		Revise and finalize Complaint. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Rex Phillips	0.70h	$650.00	-	$455.00
09/23/2024		Review case file and intake; draft Complaint. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Rex Phillips	4.20h	$650.00	-	$2,730.00
					103.31h		**$0.00** 0.00h	**$80,467.95** 103.31h

Activities Export

11/03/2026
10:01 AM

Date	Type	Description	Matter	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
07/03/2024		Certified Mail re PAGA letter Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Leanne Nguyen-Phuoc	0.17h	$215.00	-	$36.55
07/03/2024		Prepare PAGA letter, and research in support of same. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Aaron Bartz	2.00h	$850.00	-	$1,700.00
05/22/2024		Review of client documents, and research regarding potential claims. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Aaron Bartz	1.00h	$850.00	-	$850.00
04/29/2024		Spoke with PC(answered)-Initial Intake Call with Potential Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Nestor Mejia	1.00h	$295.00	-	$295.00
					103.31h		**$0.00** 0.00h	**$80,467.95** 103.31h

EXHIBIT 5

Activities Export

11/03/2026
10:01 AM

Date	Type	Description	Matter	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
10/26/2026	$	Filing and service Fees through Final Approval (anticipated). Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Aaron Bartz	1.00	$500.00	-	$500.00
09/01/2026	$	Certified Mail - Amended PAGA Letter Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Leanne Nguyen-Phuoc	1.00	$10.98	-	$10.98
08/31/2026	$	[Est] One Legal filing re FAC Confirmation #35486913 Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Nestor Mejia	1.00	$23.89	-	$23.89
08/28/2026	$	One Legal filing re: Notice of Order re FAC Confirmation #35464402 Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Nestor Mejia	1.00	$23.89	-	$23.89
08/21/2026	$	One Legal Stipulation and Proposed Order re FAC Confirmation #35415457 Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Nestor Mejia	1.00	$44.89	-	$44.89
07/29/2026	$	Document access fees re SDSC. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Aaron Bartz	1.00	$11.40	-	$11.40
04/29/2026	$	Expert damages analysis. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Aaron Bartz	1.00	$6,602.50	-	$6,602.50
04/17/2026	$	Document access fees - SDSC. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Aaron Bartz	1.00	$31.00	-	$31.00
02/06/2026	$	ARC Mediation Fees. Unbilled	00082-Oliver Terrance Oliver v. Off Duty	Aaron Bartz	1.00	$8,059.75	-	$8,059.75
							$0.00 0.00h	**$17,460.04** 0.00h

Activities Export

11/03/2026
10:01 AM

Date	Type	Description	Matter	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
			Officers Inc.					
10/30/2025	$	One Legal Filing re CMS Confirmation #33472282 Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Nestor Mejia	1.00	$22.89	-	$22.89
04/02/2025	$	JAMS Arbitration Submission Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Leanne Nguyen-Phuoc	1.00	$411.96	-	$411.96
10/29/2024	$	Nationwide Legal Servicing Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Leanne Nguyen-Phuoc	1.00	$159.80	-	$159.80
10/10/2024	$	One Legal Filing re POS (Confirmation #31245061 Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Nestor Mejia	1.00	$18.70	-	$18.70
09/25/2024	$	One Legal filing of Complaint Confirmation #31159290 Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Nestor Mejia	1.00	$1,454.70	-	$1,454.70
07/03/2024	$	Certified Mail - PAGA letter Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Leanne Nguyen-Phuoc	1.00	$8.69	-	$8.69
07/03/2024	$	PAGA filing fee. Unbilled	00082-Oliver Terrance Oliver v. Off Duty Officers Inc.	Aaron Bartz	1.00	$75.00	-	$75.00
							$0.00 0.00h	**$17,460.04** 0.00h

EXHIBIT 6

Case Name:	**Oliver v Off Duty Officers, Inc. PAGA**
Date:	August 20, 2026
Client Name:	Aaron Bartz
Client Email:	aaron@bartzlawgroup.com
Xpand Contact:	Jonathan Paul
Xpand Contact Email Address:	jonathan@xpandlegal.com
Xpand Contact Phone Number:	310.948.7117

**Cost Estimate for Legal Administration Services*
**Pricing Good for 90 Days*
**Assumes Scope Within - Additional Services Priced Accordingly*

Key Assumptions Used for Pricing	
Class Size	1,261
Undeliverable Mail (estimated %)	10%
Forwarded Mail (estimated %)	5%
Toll Free Telephone Support	Yes
Website	No
Spanish Translation	No
National Change of Address (NCOA)	Yes
Wage Tax Reporting	Yes
Number of States for Tax Reporting	1
Number of Payment Distributions	1
Tax Reporting Years	1
	Unclaimed Property or Cy
Remaining Funds After Distribution	Pres

Case Setup

Service	Type	Cost Per Piece	Volume	Total
Project Manager - Case Setup, Document Review & Timeline	Hourly	$125.00	2	$250.00
Data Analyst - Data Analysis, Formatting, Uploading to Database*	Hourly	$125.00	2	$250.00
NCOA (Includes CASS & LACS)	Flat Fee	$125.00	1	$125.00
Spanish Translation	Flat Fee	$0.00	0	$0.00
Toll Free Telephone Support	Flat Fee	$150.00	1	$150.00
Static Website	Flat Fee	$0.00	0	$0.00
			Total	**$775.00**

**Xpand assumes mailing data will be provided in Microsoft Excel or other usable format and will not require substantial manipulation. Additional formatting and manipulation will be billed at $125/hour.*

Project Management

Service	Type	Cost Per Piece	Volume	Total
Project Manager - Client Inquiries, General Oversight & Management	Hourly	$125.00	2	$250.00
Status Reporting (Ongoing & Final)	Hourly	$75.00	2	$150.00
Declaration (Payment)	Hourly	$125.00	2	$250.00
Executive Oversight	Hourly	$200.00	1	Waived
			Total	**$650.00**

Distribution

Service	Type	Cost Per Piece	Volume	Total
Project Manager - Setup & Preparation	Hourly	$125.00	2	$250.00
Data Analyst - Payment File Production & Quality Review	Hourly	$125.00	2	$250.00
Print & Mail Payments	Per Piece	$1.00	1,261	$1,261.00
USPS First Class Mail - 1oz	Per Piece	$0.70	1,261	$882.70
Undeliverable Payment Processing	Per Piece	$2.00	126	$252.20
Address Trace Undeliverable Mail	Per Piece	$2.00	126	$252.20
Remail Payments (Undeliverable & Forwards)	Per Piece	$3.00	164	$491.79
Tax ID Setup & Shutdown	Flat Fee	$250.00	1	$250.00
Qualified Settlement Fund (QSF) Creation, Reporting & Closure	Hourly	$250.00	1	$250.00
QSF Monthly Fees & Account Reconciliation	Per Piece	$75.00	6	$450.00
Process Remaining Funds	Flat Fee	$485.11	1	$485.11
			Total	**$5,075.00**

Total Case Cost Not to Exceed: $6,500.00

Terms & Conditions

All services to be provided by Xpand Legal Consulting LLC (hereinafter, "Xpand") to you (hereinafter, the "Client") shall besubject to the following terms and conditions (these "Terms and Conditions") of this Agreement:

1. **Services:** Subject to the terms hereof, Xpand agrees to provide the Client with administration services (hereinafter, "Services") as specified in the Proposal provided to the Client to which these Terms and Conditions are referenced (the "Proposal" and together with these Terms and Conditions, this "Agreement"). The Services do not constitute legal services or advice.
2. **Independent Contractor Status:** Xpand is performing the Services to the Client as an independent contractor for the purposes of federal, state, and local law , and neither it nor its employees shall be deemed to be employees of the Client. Xpand shall have full control over the methods, techniques, sequences, and procedures of the Services, is free to perform services for other clients, and is not subject to the supervision or control of the Client in the performance of the Services, except as to the results to be achieved.
3. **Fees for Services:** Fees to the Client for Services, including all fees and expenses in accordance with Section 4 below ("Fees") shall be on a time and materials basis at our prevailing rates and are subject to change. Any estimates of Fees set forth in the Proposal are estimates only, based on information provided by the Client to Xpand and the Services referenced in the Proposal, and do not cover any applicable taxes nor third-party fees. Actual Fees payable by the Client may be greater or less than such estimates. Expenses incurred related to corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset such expenses. The Client acknowledges and agrees that Xpand may derive financial benefits from financial institutions in connection with the deposit and investment of relevant funds with such institutions, including without limitation, income proceeds derived therefrom, discounts on eligible banking services and fees, and loans at favorable rates.
4. **Payment of Fees:** Fees will be invoiced by Xpand and shall be due and payable by the Client upon distribution of the applicable payments to class members and counsel in accordance with the direction of the court in the applicable matter (the "Court"). For all matters where print and postage costs exceed $25,000, such fees shall be due and payable at the time of mailing. For matters that do not involve payment distributions, payment is due within 30 days of completion of mailing. If any invoice remains unpaid for more than thirty (30) days from the invoice date, interest may accrue on the outstanding balance at the rate of 0.8333% per month (10% per annum). The Services are not provided on a contingency fee basis. Xpand's fees are earned as Services are performed and are not contingent upon court approval, settlement approval, settlement funding, distribution of settlement proceeds, recovery by any party, or any other case outcome. For the avoidance of doubt, the Client's obligation to pay for Services rendered shall remain in full force and effect notwithstanding any court order, settlement withdrawal, settlement disapproval, case dismissal, termination of the matter, or other action taken by the Court or any party.
5. **Indemnification:** The Client will indemnify and hold Xpand and its affiliates (and their respective officers, employees, and agents) harmless against any losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) incurred by Xpand, arising out of, in connection with, or related to (i) any breach of the Agreement, including these Terms and Conditions, by the Client; or (ii) the processing and handling of any aspect of the project by Xpand, including but not limited to the Services, in accordance with Client's instructions.
6. **Confidentiality:** Xpand will maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of data provided to Xpand by the Client or another party to the action. In the event Xpand is notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, Xpand will notify the Client, unless prohibited by applicable law. The Client shall have the option to, within ten (10) business days of receipt of such notification, (1) provide legal representation at the Client's expense to avoid such access, or (2) promptly reimburse Xpand for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If the Client does not timely select its option, it shall be irrevocable deemed to have select option (2) and be obligated to reimburse Xpand in accordance therewith. If Xpand is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, Xpand will not be liable for breach of said obligation.
7. **Data Rights:** Xpand does not convey nor does the Client obtain any rights in the programs, system data, or materials utilized or provided by Xpand in the ordinary course of business in the performance of this Agreement.
8. **Document Retention:** Unless directed otherwise in writing by the Client, Xpand will maintain documents and other correspondence for the later of (a) one (1) year after final distribution of relevant funds or benefits, or (b) until the date that the disposition of the relevant case is no longer subject to appeal or review.
9. **Limitation of Damages:** Xpand is not responsible to the Client for any special, consequential, or incidental damages incurred by the Client. Any liability of Xpand to the Client shall not exceed the total amount of Fees billed to the Client for the Services that give rise to such liability.
10. **Termination:** The Services to be provided under this Agreement may be terminated by the Client with or without cause upon at least thirty (30) calendar days' prior written notice to Xpand. The Client's obligation to pay Fees for Services still in progress at the time of notice of termination shall continue throughout that 30-day period. Xpand may terminate this Agreement (i) if the Client has not paid its Fees in accordance with Section 4 of these Terms and Conditions, upon at least ten (10) calendar days' prior written notice; or (ii) in any other event, upon at least three (3) months' prior written notice to the Client. The Client is obligated to pay for all Fees and Services at the time of termination under this paragraph; no deferral period shall take effect.
11. **Notice:** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of Xpand or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, three (3) business days after the date of deposit in United States mail, or, if sent by courier, two (2) business days after delivery to such courier service.
12. **Force Majeure:** To the extent performance by Xpand of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond Xpand's reasonable control, then such performance shall be excused and this Agreement, at Xpand's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
13. **Waiver of Rights:** No failure or delay on the part of either party hereto in exercising any right under these Terms and Conditions will operate as a waiver of, or impair, any right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in writing by the relevant party's authorized representative.
14. **Jurisdiction:** The parties hereto submit to the jurisdiction of the Court for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.
15. **Entire Agreement:** These Terms and Conditions and the Proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the Terms and Conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.
16. **Counterparts:** These Terms and Conditions and the Proposal may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single Agreement. Delivery of an executed counterpart of a signature page of these Terms and Conditions and the Proposal by electronic transmission, including DocuSign, shall be effective as delivery of a manually executed counterpart of these Terms and Conditions and the Proposal, as applicable.

Acceptance of Terms and Conditions

By commencing services with Xpand, you acknowledge and agree to the terms and conditions outlined above. Your continued use of our services signifies your acceptance of these terms.