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on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

FRANCISCO RAMOS JR., an individual, on behalf of himself and others similarly situated, Plaintiff, v. ASCENT AEROSPACE, LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive, Defendant.	Case No. 30-2024-01416819-CU-OE-CXC REPRESENTATIVE ACTION *Assigned for All Purposes To*: Hon. Layne Melzer Dept.: CX102 **DECLARATION OF ALVIN B. LINDSAY IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION TO APPROVE PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND RELEASE UNDER CALIFORNIA LABOR CODE §§ 2698 *et. seq.*** *[filed concurrently with Notice of Motion and Motion to Approve PAGA Settlement; Memorandum of Points and Authorities; Declaration of Michael Sutherland; and [Proposed] Order and Judgment]* Date: June 11, 2026 Time: 2:00 p.m. Reservation: 74763856 Complaint Filed: August 5, 2024 First Amended Complaint: October 09, 2024 Trial Date: none

DECLARATION OF ALVIN B. LINDSAY

I, Alvin B. Lindsay, declare:

1. I am an attorney licensed and admitted to practice before all courts of the State of California, the United States District Court for the Central, Southern, Eastern, and Northern Districts of California, and the Ninth Circuit Court of Appeals. I am Senior Counsel with D.Law, Inc., and I represent Plaintiff Francisco Ramos Jr. (“Plaintiff”) in connection with his claims against Defendant ASCENT AEROSPACE, LLC. (“Defendant”) (collectively, "the parties") for civil penalties under the Private Attorneys General Act (“PAGA”), Labor Code §§ 2698 *et seq*. My firm and I are referred to herein as “PAGA Counsel.” I have personal knowledge of the facts herein and if called as a witness, I could and would competently testify.

2. I have represented Plaintiff since the inception of this action. I submit this Declaration in support of the Plaintiff’s Motion for Approval of the parties’ PAGA Action Settlement Agreement and Release (“Settlement Agreement”). Pursuant to the Settlement Agreement, we are requesting an award of attorneys’ fees to PAGA Counsel in the amount of **$35,000.00** and costs of **$12,610.00**, and Settlement Administration Costs not to exceed **$4,000.00**.

3. I do not believe that I have any conflicts of interest with the Aggrieved Employees or Plaintiffs or the State of California. I am not related to Plaintiff and have not previously represented Defendant in any matter. I respectfully submit that D.Law, Inc. and I are well suited to act as PAGA Counsel in this action, and we have and will continue to vigorously represent the interests of the Aggrieved Employees and the State of California.

PROCEDURAL HISTORY AND DISCOVERY EFFORTS

4. On August 05, 2024, Plaintiff filed a Class Action Complaint, asserting 14 causes of actions including, (1) Failure to Pay Minimum Wages and for All Hours Worked; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability under Labor Code § 226.7; (4) Rest-Break Liability under Labor Code § 226.7; (5) Failure to Provide One Day’s Rest from Seven Under Labor Code §§ 551 and 552; (6) Violation of Labor Code § 226(a); (7) Violation of Labor Code § 221; (8) Violation of Labor Code § 204; (9) Violation of Labor Code § 203; (10) Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5; (11) Failure to Produce

Requested Employment Records under Labor Code §§ 226, 1198.5; (12) Failure to Maintain Reasonable Work Area Temperatures under the Wage Orders; (13) Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; and (14) Violation of Business & Professions Code § 17200 et seq. On the same day, Plaintiff submitted his PAGA letter to the California Labor & Workforce Development Agency ("LWDA") and Defendant (Case No. LWDA-CM-1043669-24). On October 09, 2024, Plaintiff filed his First Amended Complaint adding a fifteenth cause of action for penalties under the Private Attorneys General Act ("PAGA"), Labor Code § 2698, *et seq.*

5. Before filing the lawsuit, PAGA Counsel investigated and researched the facts and circumstances underlying the pertinent issues and applicable law. This required thorough discussions and interviews between PAGA Counsel and Plaintiff, as well as preliminary research into the various legal issues involved in the case. After conducting initial investigation, PAGA Counsel determined that Plaintiff's claims were well-suited for representative action adjudication owing to what appeared to be a common course of conduct affecting a similarly situated and aggrieved group of employees.

6. Shortly after initiating the Action, the Parties met and conferred regarding the allegations in the FAC and enforceability of an arbitration agreement signed by Plaintiff and the majority of current and former employees of Defendant. After much consideration, the Parties agreed to try and resolve the matter through mediation, and scheduled with Darren Cohen, Esq.

7. In advance of mediation, PAGA Counsel conducted a thorough investigation of the facts and claims giving rise to the action, including: (1) conducting informal discovery, and meeting and conferring with defense counsel about same; (2) reviewing and analyzing a sampling of time and pay records, Defendant provided timekeeping and payroll records for 50 employees – about one-third of the PAGA aggrieved employees. Defendant produced exemplars of various arbitration agreements in effect in the past 7 years; as well as Defendant's relevant policies, exemplar wage statements, and Plaintiff's individual personnel and pay records; (3) researching the applicable law and potential defenses; (4) constructing damage models based on interpretations of California law; and (5) reviewing information provided by Defendant at the mediation. After analyzing the relevant documents and other gathered data, PAGA Counsel believed that this case was appropriate for

resolution via mediation.

8. On April 15, 2025, the Parties participated in a full-day mediation facilitated by mediator Darren Cohen, Esq., who is highly experienced in wage and hour matters. During mediation, the Parties engaged in a good faith, arms-length negotiations that resulted in a settlement. The general terms of the settlement were formalized in the Settlement Agreement now before the Court for approval.

SETTLEMENT NEGOTIATIONS AND TERMS

9. For purposes of the Settlement, the Settlement Group of Aggrieved Employees are defined as all individuals who worked for Defendant as hourly non-exempt employees in California at any time during the PAGA Period. The PAGA Period is defined as the period from August 5, 2023 to May 31, 2025. Defendant employed 159 Aggrieved Employees during the Settlement Period who worked approximately 5,203 pay periods. Due to the separate individual settlement agreement Plaintiff entered into with Defendant for his general release and Section 1542 waiver, and will not be requesting an enhancement award but will be entitled to receive his individual PAGA Settlement Award.

10. The PAGA Action Settlement Agreement, attached hereto as **Exhibit 1**, requires Defendant to pay a total sum of **$100,000.00** (the "Gross Settlement Amount"). The Gross Settlement Amount will be allocated as follows, pending Court approval:

a) Attorneys' fees not to exceed 35% of the Gross Settlement Amount, which is **$35,000.00** ("PAGA Counsel Attorneys' Fees Award"), and actual reasonable litigation costs in an amount as requested to and approved by the Court in connection with Settlement approval; PAGA Counsel's actual litigation costs incurred are **$12,610.00** ("PAGA Counsel Litigation Costs Award").

b) Administration costs of no more than **$4,000.00** to be paid to the Settlement Administrator ("Administration Costs"), Apex Class Action Administrators ("Apex"), for sending notices and for calculating settlement shares and preparing all checks and mailing them;

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c) The remainder of the Gross Settlement Amount (the "PAGA Penalties Fund") after deducting the above fees and costs is approximately **$48,390.00** and shall be designated as PAGA Penalties to be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code section 2699(i), with 65% ($31,453.50) being paid to the LWDA (the "LWDA Payment") and 35% ($16,936.50) being paid to the Aggrieved Employees on a pro-rata basis ("Individual Settlement Awards"); and

d) The Aggrieved Employees will receive an average of approximately **$106.52** per person ($16,936.50 divided by 159 Aggrieved Employees) as their share of the Individual PAGA Payment.

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

12. Furthermore, PAGA Counsel believes that the Settlement confers real benefits upon Plaintiff and the Aggrieved Employees and that an independent review of the Settlement by the Court in the approval process will confirm this conclusion.

THE STRENGTH OF PLAINTIFF'S CASE IN LIGHT OF THE SETTLEMENT AMOUNT

13. Plaintiff alleges that Defendant violated various provisions of California law and seeks civil penalties for the foregoing violations pursuant to Labor Code § 2699 *et seq.* Under Labor Code § 2699, specifically, Plaintiff sought civil penalties based on allegations that, *inter alia*, Defendant:

- Failed to pay the Aggrieved Employees minimum wages and overtime for "off-the-clock" work.
- Failed to provide the Aggrieved Employees with compliant meal periods in light of the many and different work demands that prevented them from taking their meal periods at their scheduled times. Moreover, Aggrieved Employees were not allowed to leave the premises during their meal periods and were required to remain under Defendant' control.
- Failed to provide the Aggrieved Employees with compliant rest periods as they frequently received interrupted, shortened, or no rest periods.
- Unlawfully collected or deducted Aggrieved Employees' earned wages.
- Failed to maintain accurate records of Aggrieved Employees' earned wages.
- Failed to provide accurate wage statements, including misstating the total hours worked and total wages earned by Aggrieved Employees.
- Failed to pay all wages owed to Aggrieved Employees twice monthly; and failed to pay all wages owed to Aggrieved Employees at the time of their termination or within seventy-two hours of their resignation.
- Failed to keep accurate time and wage records for all employees.
- Failed to produce requested records pertaining to their employment.
- Failed to reimburse aggrieved employees for necessary work-related expenses.

14. Defendant denied and continues to deny all of the claims made by Plaintiff in this Action and contend that they acted at all relevant times in conformance with the law. Defendant contend that Plaintiff and the Aggrieved Employees were paid for all hours worked; provided lawfully compliant meal periods and that any deviations were at the voluntary election of the Plaintiff and/or the Aggrieved Employees and not at the request of Defendant or due to work; that Defendant paid all wages due on a timely basis; that Defendant paid all wages due on a timely basis and using Labor Code compliant instruments; that Defendant' wage statements complied with the law; and that neither Plaintiff nor any Aggrieved Employees incurred reasonable business related expenses for which they were not reimbursed. In light of Defendant' denials and arguments, PAGA

Counsel carefully evaluated and negotiated a settlement that ensures a fair and equitable recovery for the affected employees. Counsel determined to pursue PAGA only claims and dismiss class claims in view of arbitration agreements with class waivers entered into by the Aggrieved Employees. The parties therefore agreed to focus their informal resolution efforts on negotiating a PAGA only resolution with a separate individual general release from Plaintiff. To that end, and in connection with mediation, Plaintiff entered into an individual settlement agreement and provided Defendant with a general release in exchange for on a separate individual payment. Plaintiff is therefore not requesting an enhancement award, but will be entitled to receive his share of the Individual Settlement Awards to the Aggrieved Employees. Pursuant to the PAGA and Individual Settlement Agreements, on September 25, 2025, Plaintiff through PAGA counsel submitted a request under Rule 3.770 to dismiss the Class claims without prejudice and Plaintiff's individual, non-PAGA claims with prejudice. On October 03, 2025, the Court entered the dismissal as requested. Therefore, granting the current PAGA Settlement approval and entering Judgment will resolve this Action in its entirety.

15. The Private Attorneys General Act, Labor Code § 2699 *et seq.*, allows employee plaintiffs to obtain civil penalties on behalf of themselves and other aggrieved employees for an employer's violation of any provision of the Labor Code enumerated under Labor Code § 2699.5. Where civil penalties are provided in the statute, those civil penalties are recoverable; where no civil penalties are recoverable, Labor Code § 2699(f) establishes civil penalties of one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation. Pursuant to Labor Code § 2699(m), seventy-five (65) percent of the penalties recovered must be allocated to the LWDA, with the remaining twenty-five (35) percent allocated to the affected employees. Additionally, under *Amaral v. Cintas*, 163 Cal. App. 4th 1157, 1207-09 (2008) the Court held that a lower penalty amount of $100 per violation applies in the absence of a determination that a violation actually occurred.

16. Based on the foregoing facts and law, PAGA Counsel estimated Defendant' maximum total exposure on the PAGA claim at approximately $520,300.00, calculated by

multiplying the total number of Pay Periods (5,203) by $100 per violation. Plaintiff's calculation of the total potential exposure on the PAGA claim was based on one PAGA penalty per Pay Period (i.e., Plaintiff did not stack the PAGA penalties in damages calculation).

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

18. PAGA penalties are permissive rather than mandatory. Labor Code § 2699(e)(2) states that "a court <u>may award</u> 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." (See *Thurman v. Bayshore* (2012) 203 Cal. App. 4th 1112 (substantially reducing PAGA penalties by 30% under this provision) (emphasis added); see also *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018) (affirming penalty reduction of 90% for practice that resulted in meal periods occasionally starting minutes after the fifth hour of work); *Sanchez v. McDonald's Corp.* (2017), LASC Case No. No. BC 499888 (98% reduction from $41 million to $775,000); *Ghrdilyan v. RJ Financial* (2012), LASC Case No. BC430633 (94% reduction from $5.4 million to $325,000); *Fleming v. Covidien*, Inc. (2011), USDC Case No. ED CV 10-01487-RGK (OPx) (87% reduction from $2.8 million to $375,000).). In departing from the $100/pay period calculation to arrive at the $100,000.00 Gross Settlement Amount in this case, PAGA Counsel considered various reasons why the Court may reduce any eventual recovery at its discretion and considered that PAGA penalties are not mandatory but permissive.

19. The Gross Settlement Amount of $100,000.00 is approximately 19.22% of the maximum potential exposure estimate of $520,300.00. The Gross Settlement Amount represents a value at approximately $19.22 per Pay Period. From PAGA Counsel's review of the facts,

strengths, and weaknesses of the case, and the risks and delays posed by further litigation, PAGA Counsel believes that the recovery for each Aggrieved Employee is fair and reasonable. PAGA Counsel also prepared for mediation by receiving a mediation analysis from our statistical expert who reviewed Defendant's timekeeping and payroll data and estimate the total potential civil penalty exposure Defendant could face. Our expert estimated $2,556,700.00 in potential PAGA penalties if Plaintiff prevailed on all claims and was permitted to stack penalties for all violations. This number was greatly reduced to the above addressed $520,300.00 number after appropriate deductions for the above addressed defense arguments and under the Court's PAGA discretion to reduce civil penalties and the general prohibition against stacking PAGA penalties for settlement negotiation purposes. With all this in mind, PAGA Counsel respectfully submits the Settlement at hand is reasonable and worthy of approval.

<u>REQUEST FOR ATTORNEYS' FEES AND COSTS</u>

20. Pursuant to the Settlement Agreement, PAGA Counsel is requesting an award of attorneys' fees of up to thirty-five percent of the Gross Settlement Amount, which is **$35,000.00,** and an award of actual litigation costs to PAGA Counsel of **$12,610.00**. D.Law, Inc.'s Cost Invoice for this matter is attached hereto as **Exhibit 2**.

21. This request is fair, reasonable, and adequate to compensate PAGA Counsel for the substantial work they have put into this case and, moreover, the risk they assumed by taking it in the first place. The attorneys' fees award is intended to reimburse Counsel for all uncompensated work that they have already done and for all the work they will continue to do in carrying out and overseeing the notification to the Aggrieved Employees, communicating with Aggrieved Employees regarding their claims, and assisting in the administration of the Settlement if and when it is approved.

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

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

24. PAGA Counsel is well acquainted with the contingent-fee market throughout California, particularly as it pertains to PAGA and class-action litigation. PAGA Counsel has negotiated numerous contingency-fee agreements with plaintiffs, both as individuals and as representatives in class-action and PAGA suits. Many of those agreements required that counsel receive a fee under certain scenarios that exceeds one-third of the recovery. Moreover, courts in this county and others have approved attorneys' fees awards in other PAGA settlements on a common fund basis at a commensurate percentage to what Plaintiff and PAGA Counsel are requesting here.

25. PAGA counsel in contingency-fee cases typically receive attorneys' fees equal to or greater than forty percent of the gross settlement amount. *See Crandall v. U-Haul* (Los Angeles County Super. Ct., Case No. BC178775), the Honorable Steven Czuleger awarded a 40% attorney fee request in an overtime-exemption class action; the Honorable Donald E. Smallwood awarded attorneys' fees in the amount of 38%; in *Abzug v. Kerkorian* CA000981 (Los Angeles County

Super. Ct., November 1990), the Honorable R. William Schoettler awarded a 45% fee; in *Elliott v. Clothestime* (Orange County Super. Ct., Case No. 01-CC00333) the Honorable Jonathan Cannon awarded a 40% fee in a wage-and-hour class action which had not yet proceeded to the class certification stage; in both *Rippee v. Boston Market Corporation*, Case No.: 05 CV 1359 BTM (JMA) and *Barile v. Boston Market Corporation*, Case No.: 05 CV 1360 BTM (JMA), the Honorable Judge Barry T. Moskowitz awarded a 40% fee to plaintiffs' counsel in wage-and-hour class actions that had not proceeded to the class-certification stage.

26. Moreover, PAGA Counsel's fee request is also reasonable when considered under a lodestar cross-check, where a base fee amount is calculated from a compilation of time reasonably spent on the case and the reasonable hourly compensation of the attorney. *Serrano v. Priest* (1977) 20 Cal.3d 25, 48. The court then may enhance this lodestar figure by a "multiplier" to account for a range of factors, such as the novelty and difficulty of the case, its contingent nature, and the degree of success achieved. *Id*. at 49; *see also Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132-36; *Thayer v. Wells Fargo Bank* (2001) 92 Cal. App. 4th 819, 834, ("[t]here is no…rule limiting the factors that may justify an exercise of judicial discretion to [adjust the] lodestar").

27. Here, PAGA Counsel spent substantial time on this matter, and the lodestar cross check establishes that the fees requested will require a negative modifier under the lodestar analysis, meaning the requested fees are substantially less than our attorney time invested in this Action justifies under the lodestar cross-check. Aside from drafting the initial complaint, PAGA Counsel conducted informal discovery, reviewed and analyzed time and pay records, employment handbooks, Plaintiff's personnel file, relevant policies and other documentation, researched the applicable law and potential defenses, constructed damage models based on interpretations of California law, reviewed information provided by Defendant and completed mediation, engaged in meet and confer efforts with Defendant, drafted and revised the settlement agreements, and drafted this Motion and its supporting documents.

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28. More specifically, PAGA Counsel from D.Law, Inc. conservatively estimates that it has invested at least **55.3** hours of attorney time in this matter. I spent approximately 38.6 hours on this matter, and my current billing rate is $1,260.00 (20+ years out of law school, Laffey Matrix rate of $1,141). Attorney Jean Hopkins Power spent approximately 16.7 hours on this matter, and her billing rate was $585.00 (6 years out of law school, Laffey Matrix rate of $581.00). *See* **Exhibit 3 - 4** (Attorneys' Time Sheets.) These records were compiled from the firm's timekeeping system into which attorney's input their contemporaneous timekeeping entries for billable hours. These hours also do not include the many additional hours invested by our administrative and paralegal staff.

Attorney	**Hourly Rate**	**Billable Hours**	**Total Lodestar Fees**
Alvin B. Lindsay	$1,260	38.6	$48,636.00
Jean Hopkins Power	$585	16.7	$9,769.50
Totals		**55.3**	**$58,405.50**

29. The total billable hours for lodestar cross-check purposes for PAGA Counsel from D.Law, Inc. at the time of filing this motion result in fees of $58,405.50 ($48,636.00 for Attorney Alvin B. Lindsay's time on the case, and $9,769.50 for Jean Hopkins Power's time on the case). In light of the lodestar analysis, PAGA Counsel respectfully requests that the Court award $35,000.00 in attorneys' fees, which based on $58,405.00 total billables requires a negative 1.6 multiplier. The additional hours PAGA counsel have and will invest in taking this action through settlement approval and administration and funding and distribution will result in a further negative multiplier.

30. <u>Attorneys' Costs</u>: PAGA Counsel has incurred **$12,610.00** in costs in prosecuting this action to date and through approval. *See* **Exhibit 2** (D. Law's Costs Invoice). PAGA Counsel notes the lion's share of the Costs were reasonably incurred in connection with mediation and attendant expert analysis and the like. The remaining costs are standard to any complex action, including complex fees and filing fees, etc. PAGA Counsel respectfully requests reimbursement and an award of **$12,610.00** for their costs incurred in connection with this Action.

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31. In light of the foregoing, the fee request in an amount equal to thirty five percent of the settlement in this case along with reasonable litigation expenses incurred is well within the bounds that have been established by the above-cited authority.

QUALIFICATIONS AND ADEQUACY OF PAGA COUNSEL

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

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

34. D.Law has litigated and successfully resolved many wage and hour class action cases involving failure to pay wages and derivative Labor Code claims and penalties, including, among others, the following:

a. *Becerra v. Hugo Boss Retail, Inc*. (Superior Court of California in San Diego, 37-2021-00002933-CU-OE-CTL),

b. *Barajas v. Mancha Development Company LLC* (Superior Court of California in Orange County, 30-2018-00974707-CU-OE-CXC),

c. *Barrera et al. v. Exclusive Wireless, Inc.* (Superior Court of California in Stanislaus, 9000687),

d. *De La Rosa v. The Coca Cola Company et al.* (Superior Court of California in Napa, 17CV000787),

e. *Ferraro v. USC Verdugo Hill s Hospital, et al.* (Superior Court of California in Los Angeles, 18STCV09463),

f. *Ford v. Account Control Technology, Inc., et al.* (Superior Court of California in Los Angeles, 19STCV09369),

g. *Hargrave v. Antelope Valley Hospital* (Superior Court of California in Los Angeles, BC663252),

h. *Harvey v. Bed Bath & Beyond of California Limited Liability Company* (Superior Court of California in Alameda, RG17885153),

i. *Hawkins v. AvalonBay Communities* (Superior Court of California in Santa Clara, 17CV316492),

j. *Jones Tharpe et al. v. Sprint Corporation et al.* (Superior Court of California in Los Angeles, BC644645),

k. *Juarez v. ISL Employees, Inc.* (Superior Court of California in Madera, MCV074787),

l. *Leach v. The Claremont Colleges, Inc.* (Superior Court of California in Los Angeles, BC686451),

m. *Marchbanks v. Torrid Administration, Inc*. (Superior Court of California in San Diego, 37-2020-00008179-CU-OE-NC)

n. *Orr v. Petvet Care Centers (California) Inc.* (Superior Court of California in Santa Clara, 19CV354063),

o. *Ortega et al. v. Nestle Waters North America, Inc. et al.* (Superior Court of California in Los Angeles, BC623610),

p. *Prado v. IMAX Corporation dba IMAC Worldwide Home* (Superior Court of California in San Bernardino, CIVDS1820265),

q. *Puerta-Gildardo v. Real Time Staffing Services LLC et. al.* (Superior Court of California in Los Angeles, BC565445),

r. *Quizon v. CF Watsonville East, LLC, et al.* (Superior Court of California in Santa Cruz, 20CV01868),

s. *Raj v. First Transit, Inc.* (Superior Court of California in Sacramento, 34-2021-00295895-CU-OE-GDS),

t. *Rodriguez v. ND Industries, Inc.* (Superior Court of California in Los Angeles, 19STCV38096),

u. *Singletary v. Motel 6 Operating LP, et al.* (Southern District of California, 3:20-cv-0270-LAB-AHG),

v. *Stephenson v. Bakersfield Dodge, Inc.* (Superior Court of California in Kern, BCV-20-102693),

w. *Terry v. TF Louderback, Inc. dba Bay Area Beverage Company* (Superior Court of the State of California, County of Contra Costa, MSC18-00859),

x. *Vaesau v. PCT Enterprises, Inc. dba Precision Cabinets* (Superior Court of California, County of Contra Costa MSC18-02404),

y. *Virdi v. Absolute Security International* (Superior Court of California in San Bernardino, CIVDS 1909589),

z. *Walker v. Ariat International, Inc.* (Superior Court of California in Alameda, HG19026439).

35. Attorney David Yeremian is Managing Attorney at D.Law and counsel of record for Plaintiff. Mr. Yeremian has been practicing law since 2003. Mr. Yeremian has been honored as a Super Lawyers Rising Star in 2009, 2010, 2012-2015 and has been named and honored as a Super Lawyer. Since 2007, Mr. Yeremian has focused exclusively on representing employees, including in wage-and-hour class actions. During his career, Mr. Yeremian has represented employees in hundreds of wage-and-hour class action lawsuits as lead or co-lead counsel (including in the Central, Southern, Eastern, and Northern Districts of California) and has obtained six and seven-figure settlements against a range of Defendant, including Fortune 500 companies.

36. I have litigated complex civil actions for twenty-three years, focusing on intellectual property litigation and employment wage and hour class actions. I have the requisite knowledge of class and representative proceedings, applicable class action and employment law, and federal and state court procedures, to represent Plaintiffs and the Aggrieved Employees and the State in this action. For the past fourteen years, I primarily focused my practice on litigating complex California wage and hour class actions, first with the firm of James Hawkins, APLC, next with Quintilone & Associates, then with David Yeremian & Associates, Inc., and now with D.Law, Inc. In the course of representing class and representative plaintiffs, I have litigated and settled hundreds of class and

representative PAGA actions in California state and federal courts on behalf of hundreds of thousands of employees.

37. I graduated from Whittier Law School and have been practicing in California for over twenty years. I was Executive Editor of the Whittier Law Review, a Scribes Award winner, and a judicial extern to the Honorable David G. Sills, presiding justice of the California Court of Appeal, 4th District, Division 3. During my second year in law school, I began clerking full-time for the well-respected intellectual property boutique firm, Fulwider Patton, in Los Angeles, California. When I graduated, I became an attorney with the firm and served there for five years, and I was active in the Inns of Court. My practice focused on intellectual property prosecution and litigation, and I spent the majority of my time representing clients in patent infringement litigation. I also served in a similar capacity for the San Francisco firm, King & Kelleher, for three years, and appeared predominantly in the Central and Northern District of California Courts prosecuting and defending patent infringement actions.

38. Prior to attending law school, I graduated from the United States Military Academy at West Point. I then served as an Army Officer for 10 years in the Corps of Engineers, in various stateside and overseas postings. I was a combat engineer company commander, was stationed in Germany when the Berlin Wall fell, and am a veteran of Operation Desert Shield/Desert Storm. I also served in the Reserves and advanced to the rank of Major.

39. Since 2010, I have been the senior attorney responsible for the day-to-day litigation of numerous wage and hour class and representative actions on behalf of employee Class members and aggrieved employees. I have been successful in getting many contested class action cases certified and have secured settlements for many millions of dollars for our clients. I am experienced and qualified to evaluate the class and representative claims, to evaluate settlement versus trial on a fully informed basis, and to evaluate the viability of the defenses. I enjoy being an attorney, especially being a complex civil litigator focusing on class and representative action proceedings. I value the fact that what we do is a profession, and I value the professional relationships I have developed with my fellow plaintiffs' counsel and the attorneys from the well-respected corporate defense firms we litigate against on a daily basis.

40. My participation in wage and hour class and representative action litigations in California has included extensive preparation, the development of a thorough knowledge of the legal issues related to certification and liability, and full immersion and participation in the mediation, settlement negotiation, and approval process. I am therefore experienced in the type of class and representative action litigation involving violations of California's wage and hour laws which are the subject of this action. To that end, for example, I was asked by the California Employment Lawyers Association to draft an amicus brief, which contributed to the California Supreme Court's decision in *Alvarado v Dart Container Corp. of California*, 4 Cal. 5th 542 (2018).

41. The following are examples of some of my cases that have resulted in favorable settlements for the employee Class members and aggrieved employees I have represented:

a. *Batres v. HMS Host USA, Inc. et al.,* CD Cal Case No. SACV 10-01458 CJC (AJWx) (Hon. Cormac J. Carney);

b. *Barrera v Sodexo, Inc.*, CD Cal Case No. SACV 13-0817 AG (MANx) (Hon. Andrew J. Guilford);

c. *Mojica v Compass Group, et al.*, CD Cal Case No. 8:13-cv-01754 DSF (AGR) (Hon. Dale S. Fischer);

d. *Aguilar v 7-Eleven*, Orange County Superior Court, Case No. 30-2009-00268714-CU-OE-CXC (Hon. Kim G. Dunning);

e. *Pedro M. Guerrero v. E-Recycling of California*, Orange County Superior Court Case No. 30-2012-00552453-CU-OE-CXC (Hon. Gail A. Andler);

f. *Virginia Rodriguez v Exel Inc.*, San Bernardino County Superior Court, Case No. CIVDS 1104594 (Hon. Bryan F. Foster);

g. *Palacios v LKQ Lakenor Auto & Truck Salvage, Inc., et al.*, Orange County Superior Court, Case No. 30-2012-00552979-CU-OE-CXC (Hon. Steven L. Perk);

h. *Ayala et al. v Park Anaheim Health Care, LLC*, Orange County Superior Court, Case No. 30-2013-00649442-CU-OE-CXC (Hon. Gail A. Andler);

i. *Daniel v Xerxes Corporation*, Orange County Superior Court, Case No. 30-2010-00418048-CU-OE-CXC (Hon. Gail A. Andler);

j. *Magana v HVM L.L.C. et al.*, Orange County Superior Court Case No. 30-2011-00468712-CU-OE-CXC (Hon. Gail A. Andler);

k. *Vo v Express Manufacturing, Inc.*, Orange County Case No. 30-2012-00552641-CU-OE-CXC (Hon. Gail A. Andler);

l. *Yac v Paper Source Converting & Manufacturing*, Los Angeles Superior Court, Case No. BC 472113 (Hon. Michael L. Stern);

m. *Bui v Sprint Corporation*, ED Cal Case No. 2:14-CV-02461-TLN-AC (Hon. Troy L. Nunley);

n. *Munoz v Stine CC Inc (Chevron)*, (Hon. Lorna H. Brumfield), Kern County Superior Court, S-1500-CV-283104-LHB;

o. *Alcaraz v County of San Bernardino,* San Bernardino County Superior Court, Case No. CIVDS 1013508 (Hon. John M. Pacheco);

p. *Andrews v Stoneledge Furniture, LLC*, San Bernardino County Superior Court, Case No. CIVDS 1706865 (Hon. David Cohn);

q. *Burson v Best Western All Suite, LLC*, Santa Cruz County Superior Court, Case No. CV179684 (Hon. Paul M. Marigonda);

r. *Fernandez v Comforcare Senior Services, et al.*, San Diego County Superior Court, Case No. 37-2015-00032396-CU-OE-CTL (Hon. Gregory W. Pollack);

s. *Quiroz, Haslett v SWH Corporation, dba Mimi's Café*, Orange County Superior Court, Case No. 30-2011-00493645-CU-OE-CXC (Hon. William Claster);

t. *Wells Fargo Bank Wage and Hour Cases*, Los Angeles County Superior Court, Case No. JCCP No. 4702 (Hon. Kenneth R. Freeman);

u. *Loeza v JP Morgan Chase Bank NA*, SD Cal. Case No. 13-cv-00095-L-BGS (Hon. M. James Lorenz);

v. *Cunningham v Leslie's Poolmart, Inc.*, CD Cal. Case NO. 13-cv-02122-CAS-CWx (Hon. Christina A. Synder);

w. *Perez et al v. Irvine Capital Restaurant dba Capital Seafood Restaurant*, Orange County Superior Court, Case No. 30-2016-00834023-CU-OE-CXC (Hon. Thierry

Patrick Colaw);

x. *Robarge et al. v DCOR, LLC*, Los Angeles County Superior Court, Case No. BC630278 (Hon. Kenneth R. Freeman);

y. *Rubio v Sprint Corporation*, CD Cal. Case No. 2:17-cv-02231-SVW-GJS, (Hon. Stephen V. Wilson);

z. *Tapia v Sterling Jewelers Inc.*, ND Cal. Case No. 5:14-cv-00624-EJD (Hon. Edward J. Davila);

aa. *Thompson v The Standard Hotel*, Los Angeles County Superior Court, Case No. BC597152 (Hon. Kenneth R. Freeman);

bb. *Ward v. JetSuite, Inc. et al.*, CD Cal. Case No. 8:16-cv-00584-AG-AS (Hon. Andrew J. Guilford);

cc. *Rowser v. Trunk Club, Inc.*, CD Cal. Case No. 2:17-cv-05064-DSF-RAO (Hon. Dale S. Fischer);

dd. *Rodriguez v PD Products, Inc.*, Los Angeles County Superior Court, Case No. BC696710 (Hon. Mauren E. Nelson);

ee. *Basiliali v Allegiant Air, LLC*, CD Cal. Case No. 2:18-cv-3888 RGK (MRWx) (Hon. R. Gary Klausner);

ff. *Hernandez v Fedex Ground Package System, Inc.,* ND Cal. Case No. 3:17-cv-02074-VC (Hon. Vince G. Chhabria);

gg. *Savinovich v Starbucks Corporation, Evolution Fresh, Inc. et al.*, Santa Cruz County Superior Court, Case No. 17CV02050 (Hon. Paul Burdick);

hh. *Verdugo v Denali Water Solutions*, LLC, CD Cal Case No. 5:18-cv-00170-ODW (SHK) (Hon. Otis D. Wright II);

ii. *Zepeda v MasTec Network Solutions, LLC, et al.*, CD Cal. Case No. 5:18-cv-00749-VAP-SHK (Hon. Virginia A. Phillips);

jj. *Sanchez v Pacific Southwest Container, Inc.*, Stanislaus County Superior Court, Case No. 2028679 (Hon. Marie Sovey Silveira);

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kk. *Danelian v Medix Staffing Solutions, Inc. and City of Hope National Medical Center*, Los Angeles County Superior Court, Case No. BC649846 (Hon. Kenneth R. Freeman);

ll. *Sanchez v AM Retail Group*, ND Cal. Case No. 3:18-cv-00287-JCS (Hon. Joseph C. Spero);

mm. *Orr v PetVet Care Centers (California), Inc. et al.*, Santa Clara County Case No. 19CV354063 (Hon. Patricia M. Lucas);

nn. *Williams, Baldwin v Staff Pro, Inc.*, Orange County Superior Court, Case No. 30-2016-00890905-CU-OE-CXC (Hon. Randall J. Sherman);

oo. *Rangel v W.W. Grainger, Inc.*, Stanislaus County Superior Court, Case No. CV-18-*0030341 (Hon. John D. Freeland)*;

pp. *Cardiel v MillerCoors LLC*, Los Angeles County Superior Court, Case No. 19STCV02979 (Hon. Rupert A. Byrdsong);

qq. *California Forensic Medical Group Wage and Hour Cases*, JCCP4999, Monterey County Superior Court (Hon. Lydia M. Villarreal);

rr. *Cervantes v RGW Construction, Inc.*, Alameda County Superior Court, Case No. RG16826895 (Hon. Stephen Pulido);

ss. *Cooks v Reliant Real Estate Management, Inc.*, Los Angeles County Superior Court, Case No. 18STCV05531 (Hon. Amy D. Hogue);

tt. *Ornelas v National Storage Affiliates Trust, et al.*, San Francisco County Superior Court, Case No. CGC-18-571421 (Hon. Curtis E.A. Karnow);

uu. *Jimenez, Carrera v Lancaster Burns Construction, Inc.*, Sonoma County Superior Court Case No. SCV-265708 (Hon. Patrick Broderick);

vv. *Moises Cuevas Miranda v. Compass Group USA, Inc. et al.*, Orange County Superior Court, Case No. 30-2019-01110951-CU-OE-CXC (Hon. William Claster);

ww. *Maldonado v. K&R Corporation*, Los Angeles County Superior Court, Case No. 20-STCV-27934 (Hon. Elihu M. Berle);

xx. *Ovidio Gramajo Rodas v. Andrew Chekene Enterprises, Inc.*, Alameda County Case No. RG20057424 (Hon. Stephen Kaus);

yy. *Eduardo Diaz Galan v. Elite Comfort Solutions, LLC*, Los Angeles County Case No. 20STCV35875 (Hon. Carolyn B. Kuhl);

zz. *Richard Amato v Layton Construction Company, LLC*, Santa Clara County Case No. 20CV371023 (Hon. Sunil R. Kulkarni);

aaa. *Estela, Daniels, Williams et al. v Pacific Dental Services*, *LLC,* San Diego County Superior Court Case No. 37-2020-00010251-CU-OE-NC (Hon. Robert P. Dahlquist).

42. The above matters are not exhaustive but provide samples of the types of class and representative action litigations I have successfully resolved. D.Law is presently prosecuting class and representative action litigations in state and federal courts across California. We also have several actions that are in the stages of preliminary and final and PAGA settlement approval.

43. My experience in litigating employment wage and hour matters has been integral in identifying legal issues, evaluating the strengths and weaknesses of a case, and generally negotiating fair and reasonable class and representative action settlements. Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the constantly evolving substantive law (state and federal), as well as the procedural law of class and representative action litigation. In this action, I am fully equipped to use the skills and knowledge I have developed through fifteen years of prosecuting and defending wage and hour class and PAGA actions to fairly and adequately represent the interests of the aggrieved employees. Therefore, based on my resources, experience, and knowledge, I am well-qualified to act as PAGA Counsel and represent the Plaintiffs and the State and aggrieved employees in this action.

44. As a result of my prior experience as class and PAGA counsel in other wage and hour class and representative actions, I am fully aware of the responsibilities I would owe as counsel to the aggrieved employees I represent. I have thoroughly investigated the claims asserted in this action, and I and our firm have remained committed to dedicating the resources necessary to represent the aggrieved employees and vigorously pursue their claims. Based upon my experience

and understanding of the claims and defenses in this action, I believe the Settlement is fair, adequate, and reasonable for the aggrieved employees and all involved, and that the Settlement is well within the range of reasonableness that would permit it to be approved. I am not aware of any conflict of interest between myself and Plaintiff or any other individuals that would interfere with my duties as PAGA Counsel or impede my representation.

SUMMARY AND CONCLUSION

45. Settlement Administration Costs: The Parties agreed to use Apex Class Action Administrators ("Apex") as the third-party settlement administrator in this case. Apex will be responsible for updating the addresses for the Aggrieved Employees, mailing the Notice of Settlement and calculating and distributing the settlement checks, among other duties. Apex capped its fees at $4,000.00 for administering the Settlement and based on PAGA Counsel's experience in other class and PAGA settlements, Apex' costs for administering this Settlement are fair and reasonable, and PAGA counsel requests the Court approve the **$4,000.00** reimbursement and payment to Apex. See also the concurrently filed Declaration of Michael Sutherland from Apex.

46. Allocation of PAGA Funds – LWDA and Aggrieved Employees: If the Court approves each of the foregoing payments, approximately **$48,390.00** remain in the net settlement sum. Of that, 65% ($31,453.50) must be paid to the Labor and Workforce Development Agency, per Labor Code § 2699, et seq., and 35% ($16,936.50) shall be shared amongst the Aggrieved Employees on a pro rata basis based on the number of pay periods they worked in the PAGA Period.

47. Notice of PAGA Settlement and Release of Claims: If the Court approves the Settlement Agreement, Plaintiff further requests the Court to approve the Notice of PAGA Settlement and Release of Claims attached as **Exhibit 5** for mailing with the disbursement of settlement payments to be completed by Apex.

48. On August 05, 2024, my office submitted Plaintiff's PAGA Notice Letter to the LWDA. Attached hereto as **Exhibit 6** is a true and correct copy of the confirmatory email my office received from the LWDA after submission of Plaintiff's PAGA Notice Letter and attached as **Exhibit 7** is Plaintiff's PAGA Notice Letter.

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49. On January 30, 2026, my office submitted the Motion for Approval of PAGA Settlement and proposed order to the LWDA. Attached hereto as **Exhibit 8** is a true and correct copy of the confirmatory email my office received from the LWDA after submission of the moving papers and PAGA Settlement Agreement.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this January 30, 2026, at Glendale, California.

Alvin B. Lindsay

EXHIBIT 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

FRANCISCO RAMOS JR., an individual, on behalf of himself and others similarly situated, Plaintiff, vs. ASCENT AEROSPACE, LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive, Defendants.	Case No. 30-2024-01416819-CU-OE-CXC REPRESENTATIVE ACTION Assigned for All Purposes To: Hon. Lon Hurwitz Dept.: CX103 **PAGA SETTLEMENT AGREEMENT AND RELEASE** Complaint filed: August 05, 2024 First Amended Complaint: October 09, 2024 Trial Date: None set

This PAGA Settlement Agreement and Release ("Settlement Agreement" or "Settlement") is made by and between plaintiff Francisco Ramos ("Plaintiff") and defendant Ascent Aerospace, LLC ("Ascent" or "Defendant"). The Agreement refers to Plaintiff and Ascent collectively as "Parties," or individually as "Party."

DEFINITIONS

1. "Action" means Plaintiff's lawsuit alleging wage and hour violations against Defendant captioned *Francisco Ramos v. Ascent Aerospace, LLC*, Case No. 30-2024-01416819-CU-OE-CXC, filed on August 05, 2024, and pending in Superior Court of the State of California, County of Orange.

2. "Administrator" means Apex Class Action, LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

3. "Administration Costs" means the amount to be paid to the Administrator from the Gross Settlement Amount for administration of this Settlement, not to exceed $4,000.00.

4. "Aggrieved Employees" means and includes all individuals who worked for Defendant as hourly non-exempt employees in California at any time during the PAGA Period.

5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods worked during the PAGA Period.

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

7. "Approval Order" means the Court's Order Granting Approval of the Settlement.

8. "Court" means the Superior Court of California, County of Orange.

9. "Defendant" means Ascent Aerospace, LLC.

10. "Defense Counsel" means Fisher & Phillips, LLP.

11. "Effective Date" means the date on which the Court enters a Judgment on its Order Approving the PAGA Settlement.

12. “Gross Settlement Amount” or “GSA” means the non-reversionary payment of $100,000.00 (One Hundred Thousand Dollars and No Cents), which is the total amount Defendant agrees to pay under the Settlement. The GSA will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Costs, and the Administration Costs.

13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

14. “Judgment” means the judgment entered by the Court based upon the Approval of the PAGA Settlement.

15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

16. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

17. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount less the following payments in the amounts approved by the Court: PAGA Counsel Fees and Costs, and Administration Costs. The NSA and the PAGA Penalties are similarly defined, as both are the remainder amount after deductions from the GSA to be paid to the LWDA and Aggrieved Employees as civil penalties under the PAGA.

18. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq*.).

19. “PAGA Counsel” means D.Law, Inc.

20. “PAGA Counsel Fees” and “PAGA Counsel Costs” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred in connection with this Action. PAGA Counsel will request approval of an award of attorneys’ fees in an amount not to exceed 35% of the Gross Settlement Amount (i.e. $35,000.00), as well as actual reasonable litigation costs in an amount as requested to and approved by the Court in connection with Settlement approval. Defendant will not oppose PAGA Counsel’s request for attorneys’ fees and costs in the amount provided for in this paragraph. PAGA Counsel

Fees and Costs will be paid out of the Gross Settlement Amount. To the extent that the Court approves less than the amount of attorneys' fees or costs requested, the difference between the requested and awarded amounts will be added to the Net Settlement Amount for payment of the LWDA PAGA Payment.

21. "PAGA Notice" means Plaintiff's August 05, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

22. "PAGA Penalties" means the total PAGA civil penalties payment to be paid from the Gross Settlement Amount and is defined similarly as the NSA, with both calling for an allocation of 35% to the Aggrieved Employees and 65% to LWDA in settlement of PAGA claims.

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

24. "PAGA Period" means the period from August 5, 2023 to May 31, 2025.

25. "Plaintiff" means Francisco Ramos, the named plaintiff in the Action.

26. "Released Parties" means: Defendant and each of its current and former parent companies, owners, subsidiaries, divisions, affiliated or related persons or entities, members, and managers, and all of their respective officers, directors, employees, partners, managing agents, shareholders, members, managers, attorneys, agents, executors, insurers, and assigns.

27. "Settlement Notice" means an explanatory letter similar to that attached hereto as Exhibit A to be sent by the Administrator to Aggrieved Employees.

RECITALS

28. On August 05, 2024, Plaintiff commenced this Action by filing a Class Action Complaint against Defendant alleging fourteen wage and hour causes of action. Simultaneously, Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice pursuant to Labor Code section 2699.3, subd.(a). Plaintiff filed a First Amended Complaint ("FAC") adding a cause of action for PAGA penalties under Labor Code §§ 2698 *et seq*. on October 09, 2024.

29. Shortly after initiating the Action, the Parties met and conferred regarding the allegations in the FAC and enforceability of an arbitration agreement signed by the majority of the current

and former employees of Defendant. After much consideration, the Parties agreed to try and resolve the matter through mediation. The Parties scheduled a mediation with Darren Cohen.

30. On April 15, 2025, the Parties participated in a mediation presided over by respected wage and hour mediator Darren Cohen and were able to reach an agreement on general settlement terms.

31. The Parties have each independently analyzed and investigated the facts and law relevant to this case through informal discovery, including, but not limited to, the employment policies, procedures, and practices implicated by the FAC and/or the PAGA Notice; a sampling of about one-third of the timekeeping records and payroll records of the Aggrieved employees, and wage statements relating to Plaintiff and other non-exempt employees on whose behalf the FAC and/or the PAGA Notice are asserted; and summaries of data pertaining to the number of employees allegedly affected by the policies, procedures, and practices implicated by the FAC and/or the PAGA Notice. Defendant also produced exemplars of various arbitration agreements in effect in the past 7 years.

32. After evaluating the strengths and weaknesses of their respective positions, after considering the time, expense, and risk associated with litigating this case to judgment, and after engaging in arm's-length settlement negotiations through informed counsel with the assistance of a mediator, the Parties agreed to fully, finally, and exclusively resolve the Released Claims as to Plaintiff and the Aggrieved Employees, subject to Court approval.

33. At the time of filing the motion for approval of this Settlement with the Court, Plaintiff's counsel will file a Request for Dismissal of the class claims without prejudice in accordance with Rule 3.770 of the California Rules of Court. Defendant's obligations under this Agreement are contingent on the Court dismissing the class claims alleged in the FAC. Defendant denies the allegations in the FAC and PAGA Notice, denies any failure to comply with the laws identified in in the FAC and PAGA Notice, and denies any and all liability for the causes of action alleged in the FAC and PAGA Notice.

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

Settlement. The parties also entered into a separate individual settlement agreement addressing the general release Plaintiff is providing to Defendant and the related consideration.

TERMS OF SETTLEMENT

35. GROSS SETTLEMENT AMOUNT. Defendant will pay a non-reversionary Gross Settlement Amount ("GSA") in the amount of $100,000.00 (One Hundred Thousand Dollars) to fully settle, resolve, and extinguish all claims asserted in the Action (after dismissal of the class claims), including without limitation all claims asserted in the PAGA Notice referenced in Plaintiff's FAC in the Action. The Parties stipulate and agree that the GSA covers and satisfies all amounts necessary to settle the Action including, without limitation, all PAGA Counsel Fees and Costs, and all Administration Costs. The Administrator will disburse the entire GSA without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the GSA will revert to Defendant. The Parties also entered into a separate individual settlement agreement addressing the general release Plaintiff is providing to Defendant and the related consideration.

36. FUNDING OF GROSS SETTLEMENT AMOUNT. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

37. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT. The Administrator will make the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

37.1 To PAGA Counsel: A payment for PAGA Counsel Fees of not more than 35% of the GSA, which is currently estimated to be $35,000.00, and PAGA Counsel Costs as incurred in this Action and documented and as requested to and approved by the Court in connection with Settlement Approval. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. In the event the Court approves PAGA Counsel Fees and Costs less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay PAGA Counsel Fees and Costs using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on PAGA Counsel

Fees and Costs.

37.2 To the Administrator: A payment for Administration Costs not to exceed $4,000.00 except for a showing of good cause and as approved by the Court. The Parties will not oppose the request for Administration Costs provided that they do not exceed this amount. To the extent Administration Costs are less or the Court approves payment less than $4,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

37.3 PAGA Penalties Payment: After subtracting PAGA Counsel Fees and Costs, and Administration Costs, the resulting NSA will be distributed to the LWDA and Aggrieved Employees as the PAGA Penalties. The PAGA Penalties payments will be subject to Court approval consistent with California Labor Code section 2699.3(b)(4). Upon approval, the PAGA Penalties payments shall be allocated as follows:

37.3(a) The LWDA PAGA Payment: Sixty-five percent (65%) will be paid to the LWDA, as required by California Labor Code section 2699(i);

37.3(b) Individual PAGA Payments: Thirty-five percent (35%) will be divided on a *pro rata* basis among Aggrieved Employees calculated according to the number of PAGA Pay Periods worked during the PAGA Period and distributed by the Settlement Administrator in Individual PAGA Payments, as required by California Labor Code section 2699(i). The payments will be reported on IRS Forms 1099 issued to the LWDA and each Aggrieved Employee. The Settlement Administrator will be responsible for issuing to Aggrieved Employees any 1099 or other tax forms as may be required by law for all amounts paid pursuant to this Settlement.

38. NO OPT-OUT. There shall be no right by Aggrieved Employees to opt-out of the Settlement.

SETTLEMENT ADMINISTRATION

39. SELECTION OF ADMINISTRATOR. The Parties have jointly selected Apex Class Action, LLC to serve as the Administrator and PAGA Counsel verified that, as a condition of appointment, Apex Class Action, LLC 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

Costs. 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.

40. AGGRIEVED EMPLOYEE PAY PERIODS. Based on a review of its records to date, Defendant estimates there are 159 Aggrieved Employees who collectively worked a total of 5,203 PAGA Pay Periods during the PAGA Period.

41. AGGRIEVED EMPLOYEE DATA. Not later than fourteen (14) days after the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. This information will include the name, most last-known mailing address, social security number, and number of PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period. The list shall also include the sum total of all PAGA Pay Periods worked by Aggrieved Employees during the PAGA Period. As social security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement.

40.1 Defendant's Continuing Duty Regarding Aggrieved Employee Data: Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

42. CALCULATION OF INDIVIDUAL PAGA PAYMENTS: The Settlement Administrator will calculate the amount to be received by each Aggrieved Employee. Within seven (7) days of receiving the Aggrieved Employee Data, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the estimated Individual PAGA Payments to each Aggrieved Employee and the data used to calculate said

payments. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments.

43. DISTRIBUTION OF PAYMENTS FROM THE GSA. Within 10 days after Defendant funds the GSA, the Administrator will mail checks for all Individual PAGA Payments along with an explanatory letter ("Settlement Notice"), LWDA PAGA Payment, Administration Costs, and PAGA Counsel Fees and Costs. Disbursement of PAGA Counsel Fees and Costs shall not precede disbursement of Individual PAGA Payments.

42.1 Individual PAGA Payments with Settlement Notice. The Administrator will issue checks for the Individual PAGA Payments and send the Individual PAGA Payments with the Settlement Notice to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. Individual PAGA Payments will remain negotiable for 180 days and Aggrieved Employees will have 180 days from the date of mailing to cash their Individual PAGA Payments. The face of each check shall prominently state the date when the check will be voided ("void date"). The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. If an Individual PAGA Payment is returned to the Administrator with a forwarding address provided by the United States Postal Service, the Administrator will promptly resend the check to the Aggrieved Employee at the forwarding address, but this re-mailing will not extend the 180-day period to cash the check.

42.2 Aggrieved Employee Address Search. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved

Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

42.3 Uncashed Checks. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

44. FINAL ACCOUNTING REPORT BY SETTLEMENT ADMINISTRATOR. Within 10 days after the Administrator disburses all funds in the GSA, the Administrator will provide PAGA Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 14 days before any deadline set by the Court, the Administrator will prepare, and submit to PAGA Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. PAGA Counsel is responsible for filing the Administrator's declaration in Court.

45. RELEASE OF CLAIMS. As of the Effective Date, all Aggrieved Employees, the State of California, the LWDA, and Plaintiff, in consideration of the PAGA Payment, shall be bound by this Agreement and shall have recourse exclusively to the benefits, rights, and remedies provided hereunder. Plaintiff and Aggrieved Employees (on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns), and the State of California, shall be deemed to have, and by operation of the Approval Order, fully, finally, forever, unconditionally, and irrevocably released, relinquished, and discharged each and all of the Released Parties from any and all claims for PAGA penalties that were alleged in the Action and PAGA Notice, or reasonably could have been alleged, based on the facts stated in the FAC and Plaintiff's PAGA Notice that occurred during the PAGA

Period, including Labor Code sections 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.4, 226.7, 246, 248.1, 248.2, 248.5, 510, 511, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, 2698, 2699, 2699.3, 2699.5, 2802, and the applicable Wage Orders ("Released Claims").

46. REQUEST FOR APPROVAL OF SETTLEMENT. The Parties will cooperate in obtaining through an unopposed or joint motion, an order from the Court approving the terms of this Agreement at the earliest reasonably possible date following the execution of this Agreement. PAGA Counsel shall be responsible for filing an unopposed motion for approval of the Settlement. Plaintiff shall provide the requisite notice of this Settlement Agreement to the LWDA on or before the date Plaintiff requests approval of this Settlement Agreement from the Court. If the Court approves this Settlement, the Parties shall request that the Court enter an Order approving the settlement. As part of the request to approve the Settlement, Plaintiff shall submit a proposed order and Judgment granting approval of this Settlement. The Order granting approval of the settlement shall provide for a dismissal, with prejudice, of the entire Action. The Court shall retain jurisdiction to enforce the terms of this Agreement. This Settlement is expressly conditioned upon the Court entering such an Order approving this Settlement as set forth herein.

47. DUTY TO COOPERATE. The Parties agree to work diligently and cooperatively to have this matter presented to the Court for approval as efficiently as possible. Defendant agrees not to oppose Plaintiff's Motion for Approval provided that it comports with this Settlement Agreement. If the Parties disagree on any aspect of the proposed Motion for Approval and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, in good faith, to resolve the disagreement. If the Court does not grant Approval or conditions Approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

48. CONFIDENTIALITY PRIOR TO APPROVAL. Plaintiff, PAGA Counsel, Defendant and Defense Counsel separately agree that, until the motion for approval of the Settlement is filed,

they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. PAGA counsel may put publicly available information about the Settlement in any description of their experience or the like in order to describe their experience to a court. Both before and after the motion for approval of the Settlement is filed Plaintiff and PAGA Counsel shall not issue a press release, hold a press conference, publish information about the settlement on any website, or otherwise publicize the settlement. This paragraph does not restrict PAGA Counsel's communications with Aggrieved Employees, the LWDA or the Court, in accordance with PAGA Counsel's ethical obligations owed to Aggrieved Employees.

49. ESCALATOR CLAUSE. Based on its records, Defendant represented that, as of April 15, 2025, (1) there were 159 Aggrieved Employees with a total of 5,203 PAGA Pay Periods. If the number of total PAGA Pay Periods during the PAGA Period increases by more than 10% percent from the total number of PAGA Pay Periods (i.e. an increase of 520 or more PAGA Pay Periods), then Defendant may (1) elect to end the PAGA Period on the date in which the number reaches 5,723, or (2) increase the GSA in proportion to the number of total PAGA Pay Periods in the PAGA Period in excess of 10%. For example, if the final number of total PAGA Pay Periods for the PAGA Period increases by 12% over 5,203 PAGA Pay Periods, the GSA will increase by 2%.

50. CONTINUING JURISDICTION OF THE COURT. Pursuant to Cal. Code of Civ. Proc. § 664.6, 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.

51. AMENDED JUDGMENT. If any amended judgment is required under Cal. Civ. Proc. § 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

ADDITIONAL PROVISIONS

52. NO ADMISSION OF LIABILITY. 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 claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. 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).

53. NO SOLICITATION. The Parties separately agree that they and their respective counsel and employees will not solicit any Aggrieved Employee to object to the Settlement or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict PAGA Counsel's ability to communicate with Aggrieved Employees in accordance with PAGA Counsel's ethical obligations owed to Aggrieved Employees.

54. 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. This Agreement does not supersede or replace the Separate Individual Settlement Agreement addressing Plaintiff's general release.

55. 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.

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

57. 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.

58. NO TAX ADVICE. Each Party to this Settlement Agreement (for purposes of this paragraph, only, referred to as the "Acknowledging Party"; and each Party to this Settlement Agreement other than the Acknowledging Party, an "Other Party") acknowledges and agrees that (1) no provision of this Settlement Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisors, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the Acknowledging Party (a) has relied exclusively upon his, her, or its own, independent legal and tax advisers for advice (including tax advice) in connection with this Settlement Agreement, (b) has not entered into this Settlement Agreement based upon the recommendation of any Other Party or any attorney or advisor to any Other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any Other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (3) no attorney or adviser to any Other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

59. 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.

60. AGREEMENT BINDING ON SUCCESSORS. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

61. 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.

62. 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.

63. 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.

64. 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, it shall be on the first business day thereafter.

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

66. 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 CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

67. FAILURE OT SETTLEMENT. In the event that the Settlement does not become final for any reason, this Agreement shall be null and void. In such a case, the Parties shall return to the status quo as if they had not entered into this Settlement. The Settlement Administrator will be paid in equal parts by Plaintiff and by Defendant for its costs through the date it is notified that the Settlement will not proceed.

IT IS SO AGREED.

By the parties:

DocuSigned by:
5E7CAB639ED5420
Plaintiff Francisco Ramos
Date: 8/13/2025

Defendant Ascent Aerospace, LLC
By: NICK MCGRATH
Position: CFO
Date: 8/19/2025

Approved by counsel:

DATED: August 13, 2025 **D.LAW, INC.**

BY:
David Yeremian
Alvin B. Lindsay
Attorneys for Plaintiff Francisco Ramos and others similarly aggrieved

DATED: August 19, 2025 **FISHER & PHILLIPS, LLP**

BY:
Bret Martin
Sean L. McKaveney
Attorneys for Defendant Ascent Aerospace, LLC

EXHIBIT 2

Ramos Jr. v. Ascent Aerospace, LLC.

Litigation Costs

Details		Provider		Service Date		Amount
Personnel File Request		USPS		10/5/23		$ 7.72
Postage to LWDA - PAGA Letter		USPS		8/5/24		$ 11.73
LWDA - PAGA Letter		LWDA		8/5/24		$ 75.00
Summons & Complaint		Rapid Legal		8/6/24		$ 1,491.70
Process of Service - Ascent Aerospace LLC		Rapid Legal		8/14/24		$ 87.55
Proof of Service		Rapid Legal		8/22/24		$ 13.65
Notice of Change of Address (Brand)		Rapid Legal		9/24/24		$ 13.65
First Amended Complaint		Rapid Legal		10/10/24		$ 13.65
Document Retrieval -		Orange County Superior Court		11/12/24		$ 7.50
Notice of Posting Jury Fees		Rapid Legal		11/13/24		$ 168.15
Mediation (4.15.25)		Law Offices of Darren M. Cohen, APC		11/20/24		$ 6,000.00
Document Retrieval -		Orange County Superior Court		1/16/25		$ 7.50
Notice of Disassociation of JHP		Rapid Legal		2/24/25		$ 13.65
Expert Mediation Analysis		Berger Consulting Group		4/15/25		$ 4,550.00
Joint Stip to Cont CMC (9.11.25); [P] Order		Rapid Legal		8/29/25		$ 13.71
Rule 3.770 - Req for Dismissal		Rapid Legal		9/27/25		$ 13.71
PAGA Approval Motion		Rapid Legal		01/30/26		$ 80.00
Notice of Entry of Order and Judgment Granting PAGA Approval		Rapid Legal				$ 13.71
Notice of Change of Address (Pasadena)		Rapid Legal				$ 13.71
Admin Decl re Funds Disbursement		Rapid Legal				$ 13.71
				Total		**$ 12,610.00**

EXHIBIT 3

Ramos Jr. v. Ascent Aerospace, LLC
Attorney Time Log
Alvin B. Lindsay

Entry Date	Time	Staff	Memo
8/2/24	0.6	Alvin Lindsay	Review WT recommendation and confer and correspond with JP and JL regarding same and providing recommendation.
8/3/24	1.3	Alvin Lindsay	Review case file docs and Summary of Issues and SOI listing and review named defendants and venue. Review class action complaint and draft initial revisions and confer with JP regarding same.
8/5/24	1.7	Alvin Lindsay	Further review of case file docs and correspondence and review and finalize revisions to Class Action Complaint. Review LWDA letter and draft revisions and confer with JP regarding same and with SZ regarding finalizing and filing and submitting.
9/5/24	0.4	Alvin Lindsay	Review correspondence from OC regarding introduction and setting conference of counsel and confer and correspond with JP and SZ regarding same and updating file.
9/13/24	0.3	Alvin Lindsay	Review correspondence from JP and OC regarding mediation and suggested mediators and scheduling mediation. Confer with JP regarding same.
10/2/24	0.5	Alvin Lindsay	Review correspondence regarding mediation, confer with DY and JHP re proposed mediators. Review case file docs and Summary of Issues and provide summary of potential size. Confer with JP regarding same.
10/10/24	0.3	Alvin Lindsay	Review FAC and correspondence regarding same and confer with JP and NB regarding finalizing and filing and serving.
10/21/24	0.4	Alvin Lindsay	Review correspondence with OC and DY regarding mediation and mediators. Confer regarding proposed ones and agree to another proposal and draft correspondence and confer with JP and DY regarding same.
10/23/24	0.5	Alvin Lindsay	Review correspondence from OC regarding mediation and JP response and confer with JP regarding setting mediation and for agreement from OC. Propose new mediators.
11/4/24	0.4	Alvin Lindsay	Review correspondence from OC agreeing to use Darren Cohen for mediation and draft correspondence to mediator for availability and send same to OC and confer to set up reservation.
11/5/24	0.4	Alvin Lindsay	Draft follow up correspondence to OC regarding mediation and availability for Darren Cohen and confer with JP regarding same and upcoming case management items.
11/12/24	0.4	Alvin Lindsay	Review correspondence from OC regarding preferred mediation date and draft response to mediator requesting reservation. Confer and correspond with JP regarding same and informal discovery
11/14/24	0.4	Alvin Lindsay	Review correspondence from defense counsel regarding responsive pleading and continued deadline and confer with JP regarding same and response and other mediation logistics and details. Review correspondence regarding continued time for responsive pleading and joint statement and stipulation.
12/4/24	0.3	Alvin Lindsay	Confer w JHP re informing client of mediation and explaining.
1/14/25	0.2	Alvin Lindsay	Confer w JHP re status of pending Joint Report.
4/2/25	0.5	Alvin Lindsay	Review case file docs and correspondence and confer and correspond with OC and SZ regarding same. Draft listing of informal production docs and data requested and correspondence to OC regarding same and review response.
4/7/25	0.9	Alvin Lindsay	Conduct teleconference with OC regarding mediation and informal discovery requests and confer regarding status and scope of production and timing. Address PAGA only focus and need for addressing class claims. Address sampling and numbers generally and confer regarding follow up and further mediation preparation.
4/10/25	0.7	Alvin Lindsay	Confer and correspond with OC regarding informal production docs and data and numbers sent and confirming scope of production. Address class focus but only PAGA time and pay records and numbers. Review production to date. Further mediation preparation.
4/14/25	2.6	Alvin Lindsay	Review case file docs and correspondence and expert analysis. Draft mediation brief and summarize discovery completed and facts and claims and potential liability exposure and confer with SZ and mediator and DY regarding same. Further mediation preparation and confer with SZ regarding client and availability for mediation.
4/15/25	9.4	Alvin Lindsay	Review correspondence and notes and pleadings and mediation brief and expert analysis and notes from calls with client. Conduct teleconference with client regarding case and fact details and response to defense arguments. Draft summary of claims and damages and support and provide examples. Correspond with expert regarding same and details of reports. Participate in mediation. Confer with mediator and OC and DY regarding settlement and terms. Review mediator's proposal and confer with SZ regarding same and calendaring.

Ramos Jr. v. Ascent Aerospace, LLC
Attorney Time Log
Alvin B. Lindsay

Entry Date	Time	Staff	Memo
4/16/25	0.6	Alvin Lindsay	Review mediator's proposal and draft response accepting. Confer with SZ regarding informing client and consent and status and timing of MOU vs Settlement agreement long form and correspond with OC regarding same.
4/17/25	0.4	Alvin Lindsay	Review correspondence from mediator regarding proposal and acceptance and correspond with litigation group announcing same. Correspond with OC regarding MOU and settlement agreement and confer regarding drafting and timing.
5/8/25	1.1	Alvin Lindsay	Review correspondence from OC sending proposed draft MOU. Draft response after drafting long form settlement agreement and PAGA Notice Letter and individual agreement and draft revisions and correspondence to OC sending revised versions. Confer with SZ regarding same.
5/16/25	0.9	Alvin Lindsay	Confer and correspond with various administrators for PAGA quotation to evaluate. Review correspondence from OC and draft of Joint stipulation to continue and order and draft revisions and confer with OC regarding finalizing and filing and serving. Review individual and PAGA settlement and correspond with OC regarding status of revisions and regarding PAGA notice.
5/28/25	0.4	Alvin Lindsay	Review and download order continuing post-mediation status conference and confer with SZ regarding same and filing and calendaring.
6/19/25	1.6	Alvin Lindsay	Review correspondence from OC regarding individual and PAGA settlement agreements. Draft revisions to agreement addressing dismissal of class and individual claims and timing of payment and costs and updating administrator. Send correspondence to OC with agreements tracking changes and final for signature. Confer with SZ regarding same.
6/27/25	0.6	Alvin Lindsay	Review PAGA only settlement agreement and individual agreement and assess status confer with OC regarding delay in providing revisions and need to expedite. Confer with SZ regarding same.
7/2/25	0.2	Alvin Lindsay	Confer with SZ re status of settlement agreements. Confer with OC re same - pending.
7/16/25	0.3	Alvin Lindsay	Confer with SZ re status of settlement agreements. Confer with OC re same - pending.
7/22/25	0.4	Alvin Lindsay	Confer and correspond with OC and regarding status of settlement agreements and drafting and long form review and finalization and signature. Confer with SZ regarding same.
7/28/25	0.8	Alvin Lindsay	Review correspondence from OC regarding Settlement Agreement and defendant's further revisions. Confer and correspond with OC and SZ regarding finalizing for signature and sending out.
8/13/25	0.5	Alvin Lindsay	Review correspondence from OC regarding sending signature and timing and confer with SZ regarding same for Plaintiff and regarding status and timing of dismissal docs and approval motion docs and pleading status.
8/29/25	1.7	Alvin Lindsay	Proposed Order. Confer with SZ regarding finalizing and filing and service and correspond with OC regarding same.
9/8/25	0.4	Alvin Lindsay	Review correspondence from Court and Order and confer and correspond with SZ regarding same and calendaring.
9/16/25	0.3	Alvin Lindsay	Review correspondence and case file docs and draft update to DY regarding status of MOU, Settlement Agreement, MPA and MFA and PAGA approval motion docs and hearings and approval. Draft update and address next steps.
11/6/25	0.5	Alvin Lindsay	Confer and correspond with OC regarding motion for settlement approval documents and status and timing and reasons for delay. Research status and prior drafted docs.
11/19/25	0.3	Alvin Lindsay	Confer and correspond with WT and SZ regarding status of drafting motion for settlement approval documents and timing of completion and filing and confer regarding further case status and update.
11/24/25	0.4	Alvin Lindsay	Review correspondence and provide update on settlement and approval status to DY. Confer with SZ and WT regarding same and upcoming deadlines and next steps and items required for final approval.
12/12/25	0.7	Alvin Lindsay	Review case file docs and Court orders and status of dismissal of class and individual claims and draft correspondence to OC regarding same and timing of individual payment and status and addressing motion for PAGA settlement approval documents and timing. Confer with SZ regarding same.
1/6/26	0.4	Alvin Lindsay	Correspond with OC regarding status of tax forms and timing of motion for approval documents. Confer with SZ on same.
1/27/26	0.4	Alvin Lindsay	Correspond with OC regarding status and timing of motion for PAGA settlement approval documents and confer with SZ on same and timing of draft and reserving hearing date.
1/28/26	2.4	Alvin Lindsay	Review motion for PAGA settlement approval documents. Confer w SZ re reserving hearing date pending action items.
1/29/26	1.1	Alvin Lindsay	Final review of PAGA approval motion
	38.6	**Alvin Lindsay Total**	

EXHIBIT 4

Ramos Jr. v. Ascent Aerospace, LLC
Attorney Time Log
Jean Hopkins Power

Entry Date	Time	Staff	Memo
7/17/24	1.3	Jean Hopkins Power	New assignment from ABL. Discussed with ABL and reviewed file and completed additional intake. Email to client to schedule introductory meeting.
7/29/24	0.3	Jean Hopkins Power	Email to client to schedule introductory call, scheduled.
7/30/24	1.5	Jean Hopkins Power	Call with client, completed futher intake. Client authorized us to file Class Action. Sent memorilizing email to client confirming scope of representation.
7/31/24	2	Jean Hopkins Power	Initiated drafting class complaint
8/1/24	3	Jean Hopkins Power	Drafted FEHA analysis - Sent to ABL for review. Completed drafting complaint & LWDA - pending ABL review.
8/2/24	1	Jean Hopkins Power	Discussed SOI with ABL - reviewed LWDA letter to compare to complaint.
8/6/24	0.2	Jean Hopkins Power	Received and reviewed email re: filing of complaint.
8/27/24	0.5	Jean Hopkins Power	Call & memorilizing email to client re discussing of FEHA claims.
9/5/24	1	Jean Hopkins Power	Received and reviewed email and letter from OC. Discussed with ABL and responded requesting telephone conference with OC for early next week. Researched FAC ripeness date. Emailed OC with copy of LWDA letter and agreed to extension for responsive pleading.
9/12/24	1.8	Jean Hopkins Power	Confer w ABL. Conference call with OC. Discussed mediation and advised existence of arb agreements; agreed to stip for informal discovery. Sent confirmation email with list of proposed mediators.
10/9/24	1	Jean Hopkins Power	Drafting FAC and confer w team for filing and service.
11/11/24	0.4	Jean Hopkins Power	Confer w ABL and OC re mediation availability with Darren Cohen - updated case info.
11/14/24	0.5	Jean Hopkins Power	Email exchange w OC re stipulation. Reviewed and redlined proposed stipulation and sent to OC.
11/20/24	0.4	Jean Hopkins Power	Received and reviewed email and minute order from court. CMC hearing pushed due to court backlog. Fwd to SZ for calendaring.
12/5/24	0.5	Jean Hopkins Power	Call w client to inform of case updates & mediation agreement.
1/14/25	1.3	Jean Hopkins Power	Drafted joint report, confer w OC.
	16.7	**Jean Hopkins Power Total**	

EXHIBIT 5

NOTICE OF REPRESENTATIVE ACTION SETTLEMENT

Enclosed is your individual payment from the settlement of the lawsuit entitled *Francisco Ramos v. Ascent Aerospace, LLC,* Orange County Superior Court Case No. 30-2024-01416819-CU-OE-CXC (the "Action" or "Lawsuit").

1. Why should you read this notice and what is the Action about?

A settlement (the "Settlement") has been reached and approved in this representative action pursuant to, among other laws, the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq*. ("PAGA"). The Defendant in the Action is Ascent Aerospace, LLC ("Defendant"). The Court has granted approval of the Settlement on behalf of a group of Aggrieved Employees defined as follows:

> All individuals who worked for Defendant as hourly non-exempt employees in California at any time during the PAGA Period of August 5, 2023 to May 31, 2025.

Defendant's employment records indicate that you meet this definition, which makes you a member of the group of Aggrieved Employees who are receiving payments from a portion of the Gross Settlement Amount of $100,000.00. The Court directed that this Notice be sent to all Aggrieved Employees to inform them about the case and your rights, and to explain the Individual PAGA Payment check you are receiving with this Notice.

Defendant denies that it has done anything wrong or that it owes any penalties under the PAGA. The parties agreed to resolve the case, and as part of that settlement, Defendant agreed to pay a certain amount of money categorized as PAGA penalties. Under the PAGA statute, certain penalties get divided between the State and the employees. As a result of this settlement, the State's and your ability to seek penalties recoverable under the PAGA for the claims in the Action have been released. These releases are addressed in further detail below.

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees will receive compensation. The Settlement is not an admission of liability by Defendant. Plaintiff and the attorneys believe the Settlement is fair, reasonable and adequate, and in the best interests of all Aggrieved Employees.

2. What are the terms of the Settlement?

Defendant agreed to pay One Hundred Thousand Dollars and Zero Cents ($100,000.00) to settle the Action (the "Gross Settlement Amount"). The Gross Settlement Amount includes: (a) PAGA Counsel's Fees, (b) PAGA Counsel's Costs; (c) Administration Costs; and (d) PAGA Penalties. The Court has approved the following payments from the Gross Settlement Amount:

- PAGA Counsel's Fees of $ 35,000.00;
- PAGA Counsel's Costs of $12,610.00;
- Administration Costs of $4,000.00; and
- PAGA Penalties of $48,390.00.

As required by California Labor Code section 2699(i), the PAGA Penalties payment totaling $**48,390.00** has been divided between the State for the LWDA PAGA Payment and the Aggrieved Employees Individual PAGA Payments, with 65% ($**31,453.50**) allocated to State for the LWDA PAGA Payment and 35% ($**16,936.50**) allocated to the Individual PAGA Payments to be provided to the Aggrieved Employees. No portion of the Gross Settlement Amount will be returned to Defendant.

3. How much am I receiving for my Individual PAGA Payment and how was it calculated?

From the $**31,453.50** allocated to the Aggrieved Employees, the Administrator calculated each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (average $106.52) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. Using this calculation, and based on Defendant's records:

Your Compensable Pay Periods are: <<PayPeriods>>
Based on your Pay Periods, your Individual PAGA Payment check is for: $<<Est.PAGAPaymentAmt>>

Current employees will not be retaliated against for cashing their Individual PAGA Payment checks.

Checks will remain valid until the void date of 180 days after mailing. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator will transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee. Regardless of what you do with the settlement check, you will have released claims for penalties arising under PAGA as asserted in the Lawsuit.
Please be advised that an Aggrieved Employee may not opt-out or be excluded from the PAGA Settlement.

4. What claims are being released by the Settlement?

Plaintiff commenced this Action on August 05, 2024 by filing a Class Action Complaint alleging causes of action on behalf of all similarly situated non-exempt hourly employees against Defendant for: (1) Failure to Pay Minimum Wages for All Hours Worked; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7; (5) Failure to Provide One Day's Rest from Seven Under Labor Code §§ 551 and 552; (6) Violation of Labor Code § 226(a); (7) Violation of Labor Code § 221; (8) Violation of Labor Code § 204; (9) Violation of Labor Code § 203; (10) Failure to Maintain Records Required Under Labor Code §§ 1174, 1174.5; (11) Failure to Produce Requested Employment Records Under Labor Code §§ 226, 1198.5; (12) Failure to Maintain Temperatures Under the Wage Order; (13) Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802; and (14) Violation of Business & Professions Code § 17200 *et seq*. Simultaneously, Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice pursuant to Labor Code section 2699.3, subd.(a).

Plaintiff has dismissed the Class claims in light of arbitration agreements and the operative First Amended Complaint ("FAC") asserts claims for PAGA penalties based on the above and related alleged violations.

Upon the Effective Date of the Judgment as entered, the State of California, the LWDA, Plaintiff, and the Aggrieved Employees will be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the FAC and the PAGA Notice that occurred during the PAGA Period. The "Released Parties" are defined as Defendant and each of its current and former parent companies, owners, subsidiaries, divisions, affiliated or related persons or entities, members, and managers, and all of their respective officers, directors, employees, partners, managing agents, shareholders, members, managers, attorneys, agents, executors, insurers, and assigns.

Your release is specific to the above-described claims for PAGA penalties. You are not releasing any individual claims.

If you have questions, you can call the Settlement Administrator at 1-800-355-0700.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANT'S MANAGERS OR SUPERVISORS ABOUT THIS SETTLEMENT

EXHIBIT 6

Subject: Thank you for submission of your PAGA Case.
Date: Monday, August 5, 2024 at 12:50:13 PM Pacific Daylight Time
From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: Sasha Zambrano <s.zambrano@d.law>

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

8/5/2024

LWDA Case No. LWDA-CM-1043669-24
Law Firm : D.Law, Inc.
Plaintiff Name : Francisco Ramos Jr. and other similarly aggrieved employees
Employer: Ascent Aerospace, LLC
Filing Fee : $75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) - Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *
David

Your Last Name *
Yeremian

Firm Name (if any) *
D.Law, Inc.
(Enter "in pro per" if you are representing yourself)

Your Email Address *
s.zambrano@d.law

Your Street Name, Number and Suite/Apt *
880 E Broadway

Your Mobile Phone Number

Your City *
Glendale

Your Work Phone Number
818-962-6465

Your State *
California

Your Zip/Postal Code *
91203

Plaintiff Information

Plaintiff/Aggrieved Employee Name *
Francisco Ramos Jr. and other similarl

Plaintiff/Aggrieved Employee Occupation *
hourly, non-exempt employee

Add Additional Plaintiffs

Employer Information

Employer Entity Type
General Partnership

Employer Name *
Ascent Aerospace, LLC
Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *
16445 23 Mile Rd

Employer City *
MACOMB TWP

Employer State *

Michigan

Employer Zip/Postal Code *

48042

Employer Industry *

Other

Employer Industry for "Other" *

Aerostructure Industry

Add additional defendants

- [ ] Add any entity other than an individual
- [ ] Add an individual/sole proprietor employer

Notice General Information

Estimated Number of Employees Impacted by Violations *

51

Notice Violations - Check All that Apply *

- [ ] Child Labor
- [ ] Misclassification Employee Classified as Contractor
- [ ] Misclassification NonExempt Classified as Exempt
- [x] Minimum Wage
- [x] Overtime
- [x] Not paid for all hours worked
- [x] Not paid wages due on termination
- [x] Other Unpaid Wages
- [ ] Tips or Gratuities
- [x] Payment or Reimbursement of Employee Expenses
- [ ] Improper Form of Payment Including NSF Checks
- [ ] Kickbacks
- [x] Meal and Rest Breaks
- [ ] Sick Leave
- [ ] Lactation Accommodation (Labor Code 1030-1033)
- [ ] Not providing required time off, other
- [ ] Pay Discrimination on basis of sex, (Labor Code 1197.5)
- [x] No Wage Statements
- [x] Improper or Incomplete Wage Statements
- [x] Other Notice or Posting or Recordkeeping
- [ ] Public Works (Labor Code 1720 - 1815)
- [ ] Apprenticeship (Labor Code 3070 - 3098)
- [ ] Occupational Safety and Health (Labor Code 6300 et seq)
- [ ] No Workers' Compensation
- [ ] Licensing, Registration, or Permit
- [ ] Unfair Immigration Activities
- [ ] Agricultural Labor Relations
- [ ] Industrial Homework
- [ ] Retaliation for Protected Status or Activity (Specify)
- [x] Other

Child Labor - Specify Ages

Provide Details of Other Violation *

California Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221,

Other(Maybe Multiple)

- [ ] Other Violation

PAGA Claim Type - Check All that Apply *

- [x] **Notice asserts one or more Labor Code violations listed in Labor Code 2699.5- not curable subject to 2699.3(a)**
- [ ] **Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)**
- [ ] **Includes one or more violations not listed in Labor Code 2699.5 - curable subject to 2699.3(c)**

Filing Fee

A filing fee of $75 is required to file a new PAGA claim notice.

IFP

- [ ] I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information

Billing First Name *
David

Billing Last Name *
Yeremian

Billing Email *
s.zambrano@d.law

Billing Phone
818-962-6465

Billing Street Name, Number and Suite/Apt *
880 E Broadway

Billing City *
Glendale

Billing State *
California

Billing Zip/Postal Code *
91203

Credit Card Type *
Visa

Credit Card Number *
[redacted]

CVV Number *
[redacted]

Credit Card Expiration Month *
[redacted]
mm

Credit Card Expiration Year *
[redacted]
yyyy

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *
Choose File LWDA Ltr w C…t (Ramos).pdf

Other Attachment - (if any) (must be a .pdf)
Choose File Complaint (Ramos).pdf

Add Another Attachment

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☑ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

Previous Page Submit

EXHIBIT 7

August 5, 2024

VIA ON-LINE SUBMISSION ONLY TO:
https://dir.tfaforms.net/128
Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco Ramos Jr., CA 94102

VIA CERTIFIED MAIL TO:
(by certified mail to Ascent Aerospace, LLC as follows)

Ascent Aerospace, LLC
16445 23 Mile Rd
Macomb, MI 48042
Certified Mail Tracking Number: 9414 8112 0620 4237 4637 82

CSC – Lawyers Incorporating Service
Agent for Service of Process for Ascent Aerospace, LLC
2710 Gateway Oaks Dr.
Sacramento, CA 95833
Certified Mail Tracking Number: 9414 8112 0620 4237 4683 50

Re: Labor Code § 2698, *et seq*. Penalties - PAGA Notice Letter to LWDA
Francisco Ramos Jr. v. Ascent Aerospace, LLC
Superior Court for the County of Orange

Gentlepersons:

This office represents Plaintiff Francisco Ramos Jr. ("Plaintiff") and other similarly aggrieved employees employed as non-exempt, hourly welders, engineers, technicians and in related positions at Defendants' facilities and offices and customer worksites in California during the relevant period (collectively "Aggrieved Employees") for, *inter alia*, violations of California Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.4, 226.7, 246, 248.1, 248.2, 248.5, 510, 511, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1198.5, 1199, 2802, 2810.5, 2698, and 2699, *et seq.*; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq*.

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

Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along with Plaintiff's Class Action Complaint, which is attached to this Notice letter. The Complaint is being filed concurrently in Orange County Superior Court and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

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

Relevant Facts

Plaintiff worked as a welder at Defendants' facilities and customer worksites in California. Defendants employed other similarly situated Aggrieved Employees as welders, engineers, technicians, and in similar and related positions in connection to aerostructure industry manufacturing services they provided to Defendants' customers throughout California. Plaintiff and the other similarly situated Aggrieved Employees worked at Defendants' behest without being paid all wages due and without being provided all required breaks. More specifically, Plaintiff and the other similarly situated Aggrieved Employees were employed by Defendants and shared similar job duties and responsibilities, were subjected to the same policies and practices, and endured similar violations at the hands of Defendants as the other Employees who served in similar and related positions.

Defendants required Aggrieved Employees to work off the clock and failed to record accurate time worked by these Employees, failed to pay them at the appropriate rates for all hours worked, failed to pay all wages due and owing at termination or resignation, and provided Plaintiff and the Aggrieved Employees with inaccurate wage statements that prevented them from learning of these unlawful pay practices. Defendants also failed to provide Aggrieved Employees with lawful meal and rest periods, as Employees were required to remain under Defendants' control and were not provided with the opportunity to take full uninterrupted, timely, and duty-free rest periods and meal breaks, as required by the Labor Code and the applicable paragraphs of the IWC Wage Orders.

Defendant ASCENT AEROSPACE, LLC ("Ascent Aerospace") is a Delaware limited liability company which lists its principal address with the California Secretary of State in Macomb TWP, Michigan and lists a California office in Santa Ana, California and in Orange County. It lists its type of business as "Ascent Aerospace, LLC." Defendant Ascent Aerospace LLC is listed as the employer on the wage statements issued to Plaintiff by Defendants, and upon information and belief to other Aggrieved Employees, with an address in Lake Orion, Michigan. Upon information and belief, ASCENT AEROSPACE, LLC maintains and operates offices and facilities throughout California, including in Orange County where Plaintiff predominantly worked. On information and belief, Defendants maintain operations and locations throughout

Orange County and California conducting business wherever their customers are located. ASCENT AEROSPACE, LLC's website explains that: "Ascent Aerospace is the largest aerospace tooling supplier in the world with vast capabilities in tooling types, materials, and sizes… Our product lines are specifically picked to ensure we bring value to our customers throughout their entire manufacturing process, from part layup to aircraft roll out."

Plaintiff and the Aggrieved Employees were employed by Defendants and either were not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates, including for meal period and rest break premium payments. Plaintiff also contends that Defendants failed to pay him and the Aggrieved Employees all wages due and owing, including by miscalculating wages owed and by requiring off the clock work, failed to provide meal and rest breaks, and failed to furnish accurate wage statements and timely pay all wages owed, all in violation of various provisions of the California Labor Code and applicable paragraphs of the IWC Wage Orders.

Plaintiff was employed by Defendant as a welder, with duties that included welding and cutting metal for aerospace related equipment. Plaintiff generally worked over 50 hours per week, five to seven shifts per week. Plaintiff's scheduled hours were generally from 5:00 p.m. through 3:30 a.m.

Despite their obligation to maintain accurate timekeeping records for hours worked by the Aggrieved Employees, Defendants maintained improper time record-keeping systems across their California facilities and their work sites. Upon information and belief, Defendants' paystubs and the corresponding timekeeping records show underpayment of regular hours and overtime hours.

Defendants required Employees to don uniforms, protective gear, steel toe boots, and helmets all while under Defendants' control before they were permitted to clock in for the start of their work shifts. Defendants required Aggrieved Employees to store their uniforms and equipment in lockers and the process of arriving for duty and donning uniforms required Plaintiff and the Aggrieved Employees to endure systematic off the clock work before they were even clocked in for their daily work shifts. When combined with the additional off the clock work addressed below, Aggrieved Employees were compelled to perform required job duties without compensation for a significant portion of their daily work shifts.

Employees were also instructed to record a meal period of 30 minutes, even when they did not actually take one or did so untimely or for less than 30 minutes. When dispatched to conduct fieldwork, Defendants required that Employees work through their meal periods and rest breaks in order to complete the assignment within scheduled hours. Still, Defendants demanded that Employees record compliant meal periods and if Plaintiff failed to do so he would receive a phone call from management admonishing him to record a compliant meal period.

On information and belief, Defendants' flawed timekeeping systems failed to accurately record Employees' actual time worked, rounded down, and shaved total hours worked to the detriment of Employees. Moreover, employee meal breaks were supposed to be taken by all employees at the same time in a work-shutdown style. However, despite this, many times meal periods were late or cut short. In doing so, Defendants effectively automatically deducted thirty-minute meal periods from Employees' time worked. By virtue of deducting thirty minutes for meal periods and manipulating daily hours actually worked to conform to scheduled hours, Defendants further unlawfully deducted many hours Employees actually worked from the total hours Defendants recorded for them for payroll purposes during the relevant pay period.

Defendants followed a similar unlawful practice, upon information and belief, in connection with other Employees in a concerted effort to limit and restrict regular and overtime hours earned by and owing to Plaintiff and the other Aggrieved Employees. Time worked off the clock also caused Plaintiff and other Aggrieved Employees to work beyond eight hours in a shift. As a result of the above-described rounding and other off the clock work, Defendants failed to pay Plaintiff and Aggrieved Employees overtime for several minutes to hours before and at the end of work shifts which Defendants did not record in any timekeeping or payroll records.

Plaintiff was therefore not paid for all his hours worked at the required minimum, overtime and double time wage rates due to Defendants' policy and practice of requiring them to work off the clock and without pay. With work shifts generally scheduled for eight hours or more, this unpaid off the clock work resulted in Plaintiff and the Aggrieved Employees working past eight hours on a shift, which required that they be paid at the correct overtime rate of 1.5 times their regular rate. Defendants thus systematically underpaid Plaintiff and the Aggrieved Employees by failing to pay them at the required overtime rates for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a day at the required double time rate. Upon information and belief, the Aggrieved Employees were bound by similar scheduling and work policies which Defendants required them to follow and endured similar violations at Defendants' hands as Plaintiff.

Defendants have either failed to maintain timekeeping records for Plaintiff that would permit Plaintiff to discover the nature and extent of the off the clock work Defendants required and the actual hours Plaintiff worked or have otherwise declined to produce them to Plaintiff in response to a timely and lawful request. By failing to pay for all hours worked, Defendants have committed knowing and intentional ongoing violations of the record keeping requirements under the Labor Code §§ 226 and 1174.

As a result of the above-described unlawful requirements to work off the clock, the failure to accurately record all hours worked and unlawful rounding, and the other wage violations they endured at Defendants' hands, Plaintiff and the Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight hours in any given day and/or more than forty hours in any given week. As a result of Defendants' unlawful policies and practices, Plaintiff and Aggrieved Employees incurred overtime hours worked for which they were not adequately and completely compensated, in addition to the hours they were required to work off the clock at their regular rates.

The failure to pay for all hours worked and underpayment of wages to Plaintiff and the Aggrieved Employees is and has been a direct consequence of Defendants' unlawful compensation policies and practices, which upon information and belief applied uniformly to the Aggrieved Employees working based out of Defendants' locations and facilities. As a result of the above-described unlawful requirements to work off the clock and regular rate miscalculation, the failure to accurately record all hours worked and pay wages at the correct rates, and the other wage violations they endured at Defendants' hands, Plaintiff and the Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight hours in any given day and/or more than forty hours in any given week.

Therefore, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees for all hours worked and failing to pay minimum wages for all time worked, as required by California law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees overtime compensation at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders. To the extent Defendants paid Plaintiff and the Aggrieved Employees bonuses and shift differentials and other forms of remuneration above and beyond their hourly pay, upon information and belief Defendants miscalculated and therefore underpaid any overtime they paid during these pay periods by failing to include all forms of remuneration in the regular rate used to calculate and pay overtime.

Defendants also failed to provide Plaintiff and the Aggrieved Employees with their required meal periods, and the at least two ten-minute rest breaks required for scheduled shifts of eight hours. Demanding workloads contributed to Defendants' common policy of failing to provide lawful meal periods to Plaintiff and the Aggrieved Employees, as required under the Labor Code and Paragraph 11 of the IWC Wage Order(s). Defendants similarly systematically failed to authorize and permit Plaintiff and the employee Aggrieved Employees to take all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

More specifically, Plaintiff worked shifts that entitled him to at least one meal period, but Defendants' required Plaintiff and the Aggrieved Employees to prioritize work over taking proper meal periods. In fact, Defendants made no effort to even schedule or otherwise account for time for Plaintiff and the Aggrieved Employees to use for duty-free, net thirty minute meal periods. To the extent Defendants required Plaintiff to work over ten hours on a work shift, Defendants also failed to provide second meal periods and Defendants have produced no evidence of premium payments for meal period violations under Labor Code 226.7.

Defendants thus failed to provide all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Aggrieved Employees, as required by the applicable Wage Order and Labor Code. Plaintiff and other Aggrieved Employees were required to perform work as ordered by Defendants for more than five hours during a shift without receiving compliant meal periods. Additionally, as addressed above, Defendants followed a practice of requiring off the clock work and rounding and time shaving in a manner that would impact when Employees were to receive meal periods and rest, thus leading to further violations.

Upon information and belief, Defendants' systems did not automatically generate a meal period premium under Labor Code § 226.7 for meal periods that commenced after five hours into a work shift or in the event the time punch records reflected a meal period of less than thirty minutes. However, upon information and belief, in the event Defendants did pay any meal period premiums, they did so at the employee's customary regular rate of hourly compensation without including all forms of remuneration in that hourly rate calculation, for example by omitting bonuses, wage differentials and prevailing wages and the like from the rate at which meal premiums were paid.

As a result, Defendants' failure to provide Plaintiff and the Aggrieved Employees with all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods is and will be evidenced by Defendants' business records, or lack thereof. Therefore, for at least four years prior to the filing of this action and through to the present, Plaintiff and the Aggrieved Employees were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks as required under the Labor Code and Wage Orders due to Defendants' policies and practices. On the occasions when Plaintiff and the Aggrieved Employees were provided with a meal period, it was often untimely or interrupted, or was impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof.

Similar violations resulted from Defendants' failure to authorize and permit Plaintiff and the Aggrieved Employees to take duty-free, net ten minute rest breaks for every four hours of shift work, or major fraction thereof. Plaintiff and the other similarly situated Aggrieved Employees were either not authorized permitted the opportunity to take a rest break, or were required to remain under Defendants' control and respond to instructions from management and job and customer demands if and when they even attempted to take one. Upon information and belief, Defendants also failed to authorize and permit employees to leave the worksite during rest breaks, evidencing Defendants' policy and practice of requiring Plaintiff and the Aggrieved Employees to remain under their control during required off-duty rest break times.

Defendants thus failed to authorize and permit duty-free ten minute rest breaks as required under the Labor Code and IWC Wage Orders. In fact, Defendants made no effort to even schedule or otherwise account for time for Plaintiff and the Aggrieved Employees to use for duty-free, net ten minute rest breaks. This common and unlawful policy uniformly applied to the Employees during the relevant period, meaning Defendants' rest break policy was not to schedule or otherwise authorize and permit them. Plaintiff and the Aggrieved Employees worked eight to twelve hours on an average shift, and were required to receive at least two rest breaks or three rest breaks on shifts over ten hours. Given the work demands, and pressure from Defendants' management, Plaintiff and the Aggrieved Employees were compelled to not take rest breaks despite working extended shifts. Defendants have produced no evidence of any payments for rest break violations under Labor Code § 226.7. To the extent Defendants have paid any such premiums, upon information and belief they failed to include all forms of remuneration, including bonuses, wage differentials, prevailing wages and the like in the regular rate at which Defendants paid the premium.

Defendants' uniformly applied policies and practices thus resulted in untimely and shortened or on-duty rest breaks when they were authorized and permitted. Plaintiff and the Aggrieved Employees worked shifts of at least eight hours, which required at least two rest breaks, and often worked shifts over ten hours, which required at least three rest breaks. Even on the occasions when Defendants authorized and permitted Plaintiff to take a first rest break, he was not permitted to take a second or a third break, and those that were provided were often late and generally interrupted by job duties and requirements.

During rest periods, employers must relieve employees of all duties and relinquish control over how employees spend their time. Plaintiff and the Aggrieved Employees were and are under Defendants' control when they are working through rest breaks and remaining under Defendants' control. Defendants have also provided either impermissibly shortened or untimely meal and rest breaks to Plaintiff and the Aggrieved Employees. Aggrieved Employees were thus not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks, and were not provided with one hour's wages in lieu thereof. They were required to remain on-duty during breaks or portions of their breaks, thus making them either untimely or shortened and on-duty, and they were also prevented from leaving the worksite and otherwise remain under Defendants' control during rest breaks under Defendants' uniformly applied policies and practices.

Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages, including by requiring off the clock work during breaks and before and after work shifts and by miscalculating the regular rate and accordingly underpaying overtime wages and meal and rest break premiums. By not compensating Employees for all hours worked at the correct rates, Defendants unlawfully deducted wages earned by and owed to Plaintiff and the Aggrieved Employees, in violation of Labor Code § 221.

Upon information and belief, Defendants also failed to provide Employees such as Plaintiff at the time of his employment and thereafter with written notice complying with all the requirements of Labor Code § 2810.5, which provides that: "At the time of hiring, an employer shall provide to each employee a written notice, in the language the employer normally uses to communicate employment-related information to the employee, containing" specific required information. Upon information and belief, Defendants failed to provide this information to the Aggrieved Employees as required under Labor Code § 2810.5. Defendants were required to provide Plaintiff and the Aggrieved Employees certain specific information upon hiring pursuant to California Labor Code § 2810.5. Defendants failed to provide Plaintiff with any such information when he was hired, or have failed to produce it, and upon information and belief Defendants committed similar violations in connection with similarly situated Aggrieved Employees.

Defendants have also consistently failed to provide Aggrieved Employees with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws, including by the above-described requirement of off the clock work, failure to pay all overtime and double time wages owed and failure to pay them at the appropriate premium rates, and failure to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by miscalculating any overtime or meal period or rest break premium wages and by the systematic and unlawful deductions Defendants took from Employee wages. Defendants have also made it difficult to account with precision for the unlawfully withheld wages and meal and rest period compensation owed to Plaintiff and the Aggrieved Employees, during the liability period, including because they did not calculate the regular rate of pay correctly when paying overtime or meal period premiums and because they did not implement and preserve a record-keeping method as required for non-exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders. Upon information and belief, time clock punches were not maintained or were not accurately maintained for work shifts and meal periods. Defendants also failed to accurately record and pay for all regular and overtime hours worked and submitted by Plaintiff and the Aggrieved Employees, including by failing to pay all overtime hours at the correctly calculated overtime premium rate.

Defendants also provided Plaintiff and the Aggrieved Employees with wage statements that failed to accurately report all hours worked and applicable hourly rates for all hours worked. For the same reasons as explained above, Plaintiff and the Aggrieved Employees were provided with unlawful wage statements that failed to reflect all hours worked and failed to pay for all overtime hours or failed to pay overtime wages at the correct overtime premium rate, and Defendants miscalculated meal and rest break premiums, and sick time if and when they did pay them. Defendants followed this unlawful policy and practice even though both Plaintiff and Defendants were aware that Plaintiff and the Aggrieved Employees worked more total hours than were reflected on the wage statements, including overtime hours, and were underpaid by regular rate miscalculation. Plaintiff and the Aggrieved Employees were unable to discern from their wage statements alone the actual hours they worked in total during a pay period and the rates they were paid for those hours worked.

Defendants have thus also failed to comply with Labor Code § 226(a) by inaccurately reporting total hours worked and total wages earned by Plaintiff and the Aggrieved Employees, along with the appropriate applicable rates, among other requirements. Plaintiff and Aggrieved Employees are therefore entitled to penalties not to exceed $4,000.00 for each employee pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records accurately showing the name and address of the employer. Upon information and belief, the California Secretary of State shows that Defendants' address is 16445 23 Mile Rd., Macomb, MI 48042. Employee paystubs show a different address of 3020 Indianwood Rd., Lake Orion, MI 48362. Moreover, pursuant to paragraph 7 of the applicable California IWC Wage Orders Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, and wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked.

Defendants also required Plaintiff and the Aggrieved Employees to work hours off the clock for which they were not compensated. They were required to endure off the clock work addressed above, including during interrupted or otherwise on-duty meal and rest periods and were not provided with sick pay and supplemental sick leave and were subjected to systematic off the clock work. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday or failed to pay it at the correct rate, as addressed above. Therefore, Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to Plaintiff and other similarly situated Employees at the time of their termination or within seventy-two hours of their resignation, as required by California law, including Labor Code § 203.

Plaintiff has also requested records from Defendants and they have failed to constructively respond or to fully respond. Therefore, Plaintiff also asserts that Defendants followed a consistent policy of denying Plaintiff and Aggrieved Employees the right to inspect and receive all of their payroll records, timecards, and personnel records.

Defendants also failed to maintain facilities or take procedures to relieve Plaintiff and the Aggrieved Employees from the high temperatures they were required to endure during hot weather. By failing to maintain temperatures providing reasonable comfort levels consistent with industry-wide standards for the nature and process of the work performed, Defendants violated paragraph 15 of the applicable IWC Wage Orders, and are entitled to civil penalties as appropriate

Additionally, Defendants have regularly required Plaintiff and the Aggrieved Employees to incur necessary business expenses in the course of performing their required job duties without reimbursement. These included a required work helmet which cost approximately $500 and steel toed boots at a cost of $200. Aggrieved Employees must be reimbursed for these necessary business expenses under Labor Code § 2802, and Defendants systematically failed to do so.

PAGA Claim Details, Legal Bases for Violations and Penalties:
As addressed above and in further detail in the attached Class Action Complaint, Plaintiff and the Aggrieved Employees complain of the following violations committed by Defendants:

Failure to Pay Minimum Wages
Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"

states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

Defendants failed to pay Employees the minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with off the clock work, including all the time required to remain on duty and under Defendants' control during breaks and due to the work demands placed upon them by Defendants' management and due to unlawful rounding. Defendants, and each of them, have also intentionally and improperly rounded, changed, adjusted and/or modified Employee hours, or required Employees to do so, and imposed difficult to attain job and shift scheduling requirements on Plaintiff and the Aggrieved Employees, which resulted in off the clock work and underpayment of all wages owed to Employees over a period of time, while benefiting Defendants. Defendants also failed to pay Aggrieved Employees at the required prevailing rates. During the relevant time period, Defendants thus regularly failed to pay minimum wages to Aggrieved Employees, including by requiring systematic off the clock work. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Aggrieved Employees as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other Aggrieved Employees as to minimum wage pay.

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

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

Failure to Pay Wages and Overtime in Violation of Labor Code § 510
Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Defendants had a consistent policy of not paying Employees wages for all hours worked, including hours at their required regular, overtime, and double-time rates. Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted and/or modified certain employees' hours, including Plaintiff's, or required Aggrieved Employees to do so, or otherwise caused them to work off the clock to avoid paying Aggrieved Employees all earned and owed straight time and overtime wages and other benefits, in violation of the California Labor Code, the California Code of Regulations and the IWC Wage Orders and guidelines set forth by the Division of Labor Standards and Enforcement.

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

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

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

Failure to Provide One Day's Rest in Seven Under Labor Code §§ 551, 552.
California Labor Code § 551 provides that "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." California Labor Code § 552 provides that "[n]o employer of labor shall cause his employees to work more than six days in seven." Plaintiff alleges that he and other Aggrieved Employers were scheduled or directed to work seven days in

a row in a workweek without a day of rest. Such schedule was not voluntary, and Plaintiff and other Aggrieved Employees worked more than six (6) hours of work during each shift.

The foregoing uncompensated work caused Plaintiff and Employees to work in excess of eight (8), ten (10), and twelve (12) hours a day, and/or forty (40) hours a week, entitling them to overtime and double-time wages which were systemically denied. Defendants' failure to pay compensation in a timely fashion also constituted a violation of California Labor Code § 204, which requires that all wages shall be paid semimonthly. Defendants have failed to pay all wages and overtime compensation earned by Employees. Each such failure to make a timely payment of compensation to Employees constitutes a separate violation of California Labor Code § 204. Employees have been damaged by these violations of California Labor Code §§ 204 and 510 (and the relevant orders of the Industrial Welfare Commission). In addition, under Labor Code §558, Aggrieved Employees are entitled to civil penalties of $50 per employee for each pay period for the first violation and $100/employee per pay period thereafter. Consequently, pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation for all their hours worked, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 204, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Meal-Period Liability Under Labor Code § 226.7 and Penalties

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

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

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

Rest-Break Liability and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Defendants generally failed to authorize and permit any rest breaks, or provided rest periods untimely or for shortened durations, and Defendants' policies and procedures required Aggrieved Employees to remain under Defendants' control during breaks to respond job requirements or simply failed to authorize and permit them at all. Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided, or miscalculated any premiums paid. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each rest break not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their effective hourly rates of pay for each rest break not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

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

Unlawfully Collecting or Receiving Wages in Violation of Labor Code § 221

Labor Code § 221 provides, "It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." As discussed above, Defendants have consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages, including by the above described off the clock work and unlawful rounding and overtime miscalculation. In addition, Defendants unlawfully deducted parking and other traffic tickets from Employees wages. By not compensating Employees for all hours worked, Defendant unlawfully deducted wages earned by and owed to Aggrieved Employees, in violation of Labor Code § 221.

In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code § 558. Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

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

California Labor Code § 226(a) requires an employer to furnish each employee with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, premium pay for deficiently provided meal, rest, and unlawfully received or collected wages, as discussed above, and failed to list accurate rates of pay due to miscalculations of overtime and premium pay. In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code §226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, …"

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

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

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

In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties, interest, fees, and costs pursuant to Labor Code §§ 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, by unlawful rounding and off the clock work, by not providing proper meal, rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to para. 20 of applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, premium pay, etc., all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

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

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave

Defendants violated California Labor Code § 246 by not providing all required paid sick days to Plaintiff and the Aggrieved Employees. Labor Code § 246 provides that an Employee who "works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Defendants failed to provide Plaintiff and the other similarly Aggrieved Employees with all their required and earned sick days, in violation of Labor Code § 246. Defendants have also failed to provide COVID-19 supplemental sick leave to the Aggrieved Employees during the relevant time period, including by failing to provide two work weeks of COVID-19 supplemental paid sick leave as required under Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are enforced through Labor Code § 248.5, which requires that: "If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars ($250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars ($4,000), shall be included in the administrative penalty."

Plaintiff accordingly seeks this relief available for Defendants' failure to provide Aggrieved Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Provide Information Upon Hiring Pursuant to Labor Code § 2810.5:
Labor Code § 2810.5 provides that: "At the time of hiring, an employer shall provide to each employee a written notice, in the language the employer normally uses to communicate employment-related information to the employee, containing" specific required information. Upon information and belief, Defendants failed to provide this information to the Aggrieved Employees as required under Labor Code § 2810.5. Under the PAGA, and following exhaustion of the notice period, Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2810.5, 1198, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802
Defendants required Plaintiff and the Aggrieved Employees to pay for necessary work-related expenses they incurred. These included a required work helmet which cost approximately $500 and steel toed boots at a cost of $200. Defendants thus uniformly failed to reimburse those lawful and necessary work-related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees.

Accordingly, Plaintiff and Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

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

<u>Plaintiff's PAGA Claim under Labor Code § 2698 *et seq*. and Recovery Bases:</u>
After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the attached Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.4, 226.7, 246, 248.1, 248.2, 248.5, 510, 511, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1198.5, 1199, 2802, 2810.5, and 2698 *et seq*., including as follows:

(a) <u>Wage Claims</u>: For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(b) <u>Meal, Rest Period Claims</u>: For failure to provide Plaintiff and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(c) <u>Inaccurate Wage Statements and Failure to Maintain Records</u>: For failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code §226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, …";

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Unlawful Deductions and Failure to Reimburse Business Expenses: For Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(f) Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave: For Defendants' failure to provide Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(g) Failure to Maintain Temperatures: For failure to maintain temperature providing reasonable comfort constituting violations of Labor Code §§ 1198 and 1199 and paragraph 15 of the applicable IWC Wage Orders, and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and

(h) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For Labor Code §§ 551, 552, 2810.5, and any above addressed violation of the applicable provisions of the Labor Code and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

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

This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against Ascent Aerospace, LLC and any other named Defendants and joint employers. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

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

Regards,
D.LAW, INC.

Alvin B. Lindsay
a.lindsay@d.law
Jean Hopkins Power
j.power@d.law
Cc: Ascent Aerospace, LLC by Certified Mail

EXHIBIT 8