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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

HELDER VIEIRA, TAVORIS SAUCIER, ERIC BARBARY, ANDREW EMARY, JASON SERIOS, BLONG YANG, individually, and on behalf of all others similarly situated, Plaintiffs, v. ONE WORKPLACE L. FERRARI LLC, a California limited liability company, doing business as ONE WORKPLACE; and Does 1 through 100, inclusive, Defendant(s).	Case No. 24CV447301 Judge: Hon. Theodore C. Zayner Dept: 19 **DECLARATION OF DAVID D. BIBIYAN IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Action Filed: September 13, 2024 FAC Filed: September 19, 2024 SAC Filed: August 4, 2025 Trial Date: Not Set

DECLARATION OF DAVID D. BIBIYAN

I, David D. Bibiyan, declare as follows:

1. I am an attorney at law duly licensed to practice before all of the courts in the State

of California and I am the principal of Bibiyan Law Group, P.C. I am counsel of record for Plaintiff Helder Vieira ("Plaintiff Vieira") and I am co-counsel with Jerusalem F. Beligan and Leah M. Beligan of the Beligan Law Group, LLP who are counsel of record for Plaintiffs Tavoris Saucier, Eric Barbary, Andrew Emary, Jason Serios and Blong Yang (the "Saucier Plaintiffs," Plaintiff Vieira and the Saucier Plaintiffs are collectively referred to herein as the "Plaintiffs").

2. I have personal knowledge of the facts set forth in this declaration and, if called as a witness, could and would testify competently to such facts under oath.

3. Attached to my declaration as **Exhibit 1** is a true and correct copy of the fully executed Class and PAGA Settlement Agreement (the "Agreement").[1]

4. On September 13, 2024, my firm commenced the Vieira Class Action and submitted the Vieira PAGA Notice to the LWDA (a true and correct copy of which is attached hereto as **Exhibit 2**). On September 19, 2024, my firm submitted an Amended Vieira PAGA Notice to the LWDA (a true and correct copy of which is attached hereto as **Exhibit 3**)

5. On September 19, 2024, Plaintiff Viera filed a First Amended Complaint in the Vieira Class Action.

6. On October 14, 2024, the Saucier Plaintiffs commenced the Saucier Class Action and, on November 27, the Saucier Plaintiffs amended their initial complaint to include a claim under the PAGA (the Saucier Class-PAGA Action).

7. Thereafter, the Parties agreed to participate in mediation with renowned class-action mediator Eve Wagner, Esq. on February 6, 2025. After the Parties agreed to mediate, Defendant produced relevant company policies, employee handbooks, as well as timekeeping records and payroll records for a sampled group of 83 employees, or 18.9% of the Settlement Class Members, class data points, including the number of Class Members and Workweeks during the Class Period, the number of Aggrieved Employees and Pay Periods during the PAGA Period, and all documents pertaining to Plaintiff Vieira available to Defendant, including his time records and personnel file. Plaintiffs also consulted with an expert to review the time and pay data for purposes of the mediation.

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[1] Unless otherwise defined, all terms capitalized herein shall have the same meanings ascribed to those terms as defined in the Agreement.

Armed with the information provided by Defendant and the expert's analysis, the Parties attended a full day of mediation with Eve Wagner, Esq. The initial mediation session was unsuccessful. However, the Parties continued to negotiate at arms' length for nearly one year before they reached this Settlement after the Parties accepted a proposal made by the mediator.

8. Based on the of the documents and sampling provided by Defendant, Plaintiffs' counsel, with the assistance of an expert consultant for purposes of mediation only, were able to perform calculations based on the allegations and value the maximum damages and penalties at issue. Taking into account the risks of continued litigation, including denial of class certification and losing on the merits, Plaintiffs estimate Defendant's reasonable potential exposure to the Class and Aggrieved Employees to be approximately \$4,242,336.60. The Gross Settlement Amount of \$1,485,000.00 therefore represents 34.99% of Defendant's reasonable potential exposure of \$4,242,336.60. The following calculations are tailored to the settled Class Period, from September 12, 2020 to February 5, 2025, and PAGA Period, from September 12, 2023 to February 5, 2025.

A. Off-the-Clock Work. With respect to the unpaid wages due to off-the-clock work, again, Defendant's alleged policy is to prohibit off-the-clock work and to pay for all hours worked. Nevertheless, assuming a 100% violation rate, Plaintiffs calculated damages at \$2,724,665.00. However, Defendant contends that (1) a subclass of Class Members claiming misclassification were properly classified and not entitled to additional compensation aside from their salaries; and (2) it maintained express written policies mandating that all work be on the clock and paid. Given the risk this claim may not be certified or certain groups of employees are exempted from the class, Plaintiffs discounted this maximum amount by 50% for risk of non-certification and 30% for risk of being unsuccessful on the merits, for a total discount of 80%. Therefore, Defendant's reasonable estimated exposure is \$544,933.00.

B. Overtime Compensation. With respect to the unpaid overtime wages due to off-the-clock work, again, Defendant claims that (1) the subclass of Class Members who were salaried, exempt are not entitled to overtime compensation; and (2) Defendant alleges that its policy is to prohibit off-the-clock work and to pay for all hours worked.

Nevertheless, assuming a 100% violation rate, Plaintiffs calculated damages at \$159,012.00. However, Defendant contends that it maintained express written policies mandating that all work be on the clock and paid. Given the risk this claim may not be certified or certain groups of employees are exempted from the class, Plaintiffs discounted this maximum amount by 50% for risk of non-certification and 40% for risk of being unsuccessful on the merits, for a total discount of 90%. Therefore, Defendant's reasonable estimated exposure is \$15,901.20.

C. Meal Periods. Assuming a 100% violation rate, Plaintiffs' counsel calculated a total potential exposure of \$4,039,993.00. However, again, Defendant contends that (1) the subclass of Class Members who were salaried, exempt were not entitled to meal period premiums; and (2) that Defendant had lawful meal period policies in place. Moreover, while Plaintiffs contend that Defendant maintained a policy based on the belief that Plaintiffs and Class Members were exempt from meal period protections under the law, this does not necessarily establish whether Defendant failed to provide meal periods or whether Plaintiffs or the Class Members actually took meal periods. For this reason, Class Counsel discounted this claim by 50% for class certification risk and 25% for liability, for a total of 75% discount. As such, Defendant's reasonable estimated exposure is \$1,009,998.25, after considering the risks of non-certification and losing on the merits.

D. Rest Breaks. With respect to the rest period claim, Defendant also claims that (1) the subclass of Settlement Class Members who were salaried, exempt were not entitled to meal period premiums; and (2) that Defendant had a lawful rest period policy in place, while disputed by Plaintiffs. Moreover, given the authorize-and-permit standard (which does not require the employer to ensure rest breaks are taken), and that there are no time records for rest periods—as an employer is not obligated to maintain them and rest periods are on the clock—rest period claims are more difficult to certify when faced against a lawful policy. While not impossible, proving employees were discouraged or prevented from taking duty-free rest periods could devolve into individualized issues which could preclude certification. Nevertheless, assuming a 100% violation rate, the rest period claim is estimated at $8,044,290.00. However, given Defendant's alleged lawful policies, the lack of time records for rest periods, and the risk that this claim will not be certified as a class action, Plaintiffs discounted this maximum amount by 50% for risk of non-certification and 35% for risk of being unsuccessful on the merits, for a total of 85% discount. As such Defendant's total reasonable estimated exposure is $1,206,643.50, considering the risks of non-certification and losing on the merits.

E. Unreimbursed Business Expenses. As for the business expense reimbursement claim, Defendant also contends that it maintained lawful policies. Nevertheless, assuming a 100% violation rate, Plaintiffs calculated damages at $333,045.00. However, again, because of Defendant's alleged lawful policies and the risk this claim will not be certified as a class action, Plaintiffs discounted this maximum amount by 50% for risk of non-certification and 25% for risk of being unsuccessful on the merits, totaling a discount of 75%. Therefore, Defendant's reasonable estimated exposure is $83,261.25.

F. Wage Statement and Final Pay Penalties. To recover waiting time penalties, Plaintiffs must show that Defendant willfully withheld wages. Lab. Code § 203. Likewise, to recover wage statement penalties, Plaintiffs must show that Defendant acted knowingly and intentionally. Labor Code § 226(e). Assuming 100% exposure, the total damages for waiting time penalties were calculated at $2,746,047.00, and the total wage statement penalties were calculated at $880,700.00. However, given that Plaintiffs face obstacles in proving willfulness or knowing and intentional violations, Plaintiffs discounted these maximum amounts by 50% for risk of non-certification and 30% for risk of being unsuccessful on the merits, to arrive at a total discount of 80%. Therefore, Defendant's estimated exposure is $549,209.40 for 203 penalties, and $176,140.00 for 226 penalties.

G. PAGA Penalties. As for the PAGA penalties, assuming a 100% violation rate, the total PAGA penalties are approximately $4,375,000.00. This assumes stacking is permitted under the PAGA. Moreover, Plaintiffs face an uphill battle of recovering the full amount of civil penalties given Defendant's contention as discussed above. Based on these risks, Plaintiffs discounted the maximum PAGA amount by 30% for risk of losing on the merits and by an additional 55% for risk of the Court reducing penalties, to arrive at a discount of 85%. Therefore, Defendant's reasonable estimated exposure with regard to PAGA penalties is $656,250.00. Thus, Plaintiffs' predicted potential total recovery for the Class Members and Aggrieved Employees if the matter proceeded as a class through trial and Plaintiffs won on the merits is approximately $4,242,336.60, which includes PAGA penalties. The Gross Settlement Amount of $1,485,000.00, therefore represents 34.99% of Defendant's reasonable potential exposure for the alleged class and PAGA claims.

9. Under the Agreement, Defendant shall pay a Gross Settlement Amount of $1,485,000.00, which will be distributed to Participating Class Members on a **non-reversionary** basis without the need to submit claim forms. The Agreement provides that Plaintiffs' counsel may seek up to 35% in attorneys' fees for a total of $519,750.00 and an award of actual costs in an amount not to exceed $40,000.00. The Agreement further provides that Plaintiffs will seek up to $7,500.00 each for Class Representative Service Payments for a total not to $45,000.00. The Administrator will seek Administration Expenses Payment not to exceed $7,990.00. Under the Agreement, the amount allocated for PAGA Penalties is for a total of $148,500.00 of which 65% shall be paid to the LWDA ($96,525.00) and 35% ($51,975.00) shall be paid to the Aggrieved Employees. After deduction of the foregoing amounts, the Net Settlement Amount will be distributed to Participating Class Members based on the number of Workweeks they worked during the Class Period. On a pure raw average of the estimated Net Settlement Amount or $768,760, each Class Member will receive approximately $1,751.54.

10. The Class Notice will be sent in English, as Defendant's workforce primarily speaks English.

11. Plaintiffs' counsel will be splitting the approved fees as follows: 60% to the Bibiyan

Law Group, P.C. and 40% to the Beligan Law Group, LLP, which Plaintiffs have authorized in writing.

12. My co-counsel and I are experienced class action attorneys, have been appointed as class counsel in other class actions, and have a successful track record in litigating class actions.

13. I graduated with a Bachelor of Arts degree from the University of California, Los Angeles in 2009. I received my Juris Doctorate from The University of Chicago Law School in 2012. After practicing for several years as a member of Cohen & Lord, P.C., practicing in an amorphous range of civil litigation on behalf of both plaintiffs and defendants, I opened a law firm in 2014 with a concentration in representation of employees against employers to recover unpaid wages and vindicate harassment, discrimination and retaliation in various contexts.

14. I am an active member of the California Employment Lawyers' Association ("CELA"). I am one of its founding members and actively remain a member of its Reverse Auctions Subcommittee; in doing so, I serve as a mediator between other plaintiffs' counsel who bring overlapping class actions. I have also attended various Continuing Legal Education courses pertaining to advocacy on behalf of employees.

15. I also created the content for, helped organize, and served as the Moderator for the 2023 California Complex Symposium Wage and Hour/PAGA Section, a Continuing Legal Education seminar and forum featuring four respected Judges serving in the Complex Divisions of their respective county Superior Courts. In addition, my firm served as a sponsor of that event.

16. Not only have I practiced almost exclusively in this field for years and have contributed to the legal education curriculum for attorneys practicing within it, I am also a published author in the Daily Journal as a contributor in the Wage and Hour and PAGA context, including, in December 15, an article entitled: "PAGA: What's Gone, What's Left and What's Next." I have also been a quoted source in multiple other publications, including in article pushed by Bloomberg Law dated November 1, 2023 entitled: "Adidas, Home Depot Sued in Test Cases on Job Ad Pay Transparency."

17. My firm has the experience, resources, and means necessary to allow us to provide adequate representation as Class Counsel to all class members in this litigation. With almost 35 attorneys and a team of full-time workers in excess of 110 people, my office has the capacity to represent thousands of class members, bring forth efficient resolution of class actions and PAGA actions, engage in complex litigation, file contested motions for class certification, and engage in trial practice.

18. My office has filed contested motions for class certification in the past and succeeded in certifying classes in contested motions for class certification. Some of the classes and theories we have certified include, without limitation, for failure to pay the regular rate of pay; failing to pay overtime and minimum wages, including, without limitation, for temperature checks; failure to provide meal and rest premiums, including, without limitation, for requiring employees to walk during breaks; failure to timely pay wages prior to separation of employment; wage statement violations; and unfair competition. Some examples of matters in which we have done so include, without limitation:

A. *Hernandez, et al. v. C.R. Lawrence* Co., Inc., Case No. 20STCV32372, California Superior Court, County of Los Angeles, Hon. William Highberger presiding; and

B. *Lopez v. Rolling Hills Country Club*, Case No. 21STCV22636, California Superior Court, County of Los Angeles; Hon. Carolyn B. Kuhl presiding; and

C. *Torres v. Johnston Nurseries, FLP,* Case No. BCV-19-100830 TSC, California Superior Court, County of Kern; Hon. Thomas S. Clark, presiding.

19. In addition, my firm has been appointed Class Counsel by the Superior Court of California in the past for purposes of certifying a class for settlement purposes hundreds of times. Some examples of Actions in which I was appointed Class Counsel for include:

- *Santoyo v. Consolidated Foundries, Inc.,* Case No. BC612298, California Superior Court, County of Los Angeles, Honorable Judge Ann I. Jones, presiding;
- *Arensdorff v. Stanley Steemer International, Inc.*, Case No. BC681368, California Superior Court, County of Los Angeles, Honorable Yvette M. Palazuelos, presiding;
- *Barreto v. Don Roberto Jewelers, Inc.*, Case No. BC495451, California Superior

Court, County of Los Angeles, Honorable Ann I. Jones, presiding;

• *Junior Amilcar Laguna Gonzalez v. Takaaki Koyama,* Case No. BC641998, Los Angeles Superior Court, Honorable Elihu M. Berle, presiding;

• *Rios v. Nongshim America, Inc.*, Case No. CIVDS1807390, California Superior Court, County of San Bernardino, Honorable David S. Cohn, presiding;

• *Stoddard v. Molded Fiber Glass – West,* Case No. 1517758, California Superior Court, County of San Bernardino, Honorable David S. Cohn, presiding;

• *Mata v. Sahara Scaffold, Inc.*, Case No. CIVDS1810785, California Superior Court, County of San Bernardino, Honorable David S. Cohn, presiding;

• *Carrasco v. Pure Dental Solutions*, Case No. BC645995, Los Angeles Superior Court, Honorable Kenneth R. Freeman, presiding;

• *Gonzalez v. Gochez, et al.*, Case No. BC648729, Los Angeles Superior Court, Honorable Maren Nelson, presiding;

• *Montoya v. Superior Paving Co.*, Case No. CIVDS1833422, County of San Bernardino, Honorable David S. Cohn, presiding;

• *Lopez v. Norred & Associates, Inc.,* Case No. CIVDS1824109, California Superior Court, County of San Bernardino, David S. Cohn, presiding;

• *Noyola v. Lacren, LLC,* Case No. BC717024, California Superior Court, County of Los Angeles, Hon. Anthony Mohr, presiding;

• *Luciano, et al. v. O'Tasty Foods, Inc., et al.*, Case No. BC711988, California Superior Court, County of Los Angeles, Honorable Maren Nelson, presiding;

• *Gordon v. Hospice Source, LLC,* Case No. 34-2018-00250022-CU-OE-GDS, California Superior Court, County of Sacramento, Honorable Christopher E. Krueger, presiding;

• *Barragan v. Refrigeration Supplies Distributor*, Case No. 19STCV09312, California Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl, presiding;

• *Ramirez v. Acre Gourmet, Inc.,* Case No. CGC-19-575117, California Superior Court, County of San Francisco, Honorable Andrew Y.S. Cheng, presiding;

• *Villafuerte v. Bay Alarm Company*, Case No. BC689110, California Superior Court, County of Los Angeles, Honorable Amy D. Hogue, presiding;

- *Cazares v. Areas USA LAX, LLC,* Case No. 19STCV08209, California Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl, presiding;
- *Magana v. Castlerock Environmental, Inc., et al.*, Case No. 19STCV38353, California Superior Court, County of Los Angeles, Honorable Ann I. Jones, presiding;
- *Chilel v. Sushi California, Inc.*, Case No. 19STCV08209, California Superior Court, County of Los Angeles, Honorable Ann I. Jones, presiding;
- *Malone v. Orange Courier, Inc., et al.,* Case No. 30-2016-00763474, California Superior Court, County of Orange, Honorable Glenda Sanders, presiding;
- *Rivera v. Talamo Food Services, Inc.,* Case No. 19CV355856, California Superior Court, County of Santa Clara, Honorable Patricia M. Lucas, presiding;
- *Olguin v. Cal Central Harvesting, Inc.,* Case No. 18CV03860, California Superior Court, County of Santa Barbara, Honorable James F. Rigali, presiding;
- *Pence v. Sober Living by the Sea, Inc.,* Case No. 2018-00988742, California Superior Court, County of Orange, Honorable Randall J. Sherman, presiding;
- *Franco v. Vincent Rags, Inc.,* Case No. 20STCV07768, California Superior Court, County of Los Angeles, Honorable Ann I. Jones, presiding;
- *Cabral v. Miller Castings, Inc.*, Case No. 19STCV39556, California Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl, presiding;
- *Bolanos v. Texas Roadhouse, Inc.*, Case No. 19STCV39556, California Superior Court, County of Los Angeles, Honorable Sunshine Sykes, presiding;
- *Rodriguez v. Scott A. Humphreys, Inc.*, Case No. 30-2021-01184556-CU-OE-CXC, California Superior Court, County of Ventura, Honorable Matthew P. Guasco, presiding; and
- *Torres v. Primal Pet Foods, Inc.* Case No. FCS054783, California Superior Court, County of Solano, Honorable Wendy G. Getty, presiding;
- *Hanson v. Zapata Nuccio, Inc.,* Case No. 20STCV28951, California Superior Court, County of Los Angeles, Honorable Elihu M. Berle, presiding;
- *Molina v. Avibank Mfg, Inc.,* Case No. 20STCV03910, California Superior Court, County of Los Angeles, Honorable John P. Doyle, presiding;

- *Cetina v. Lawry's Restaurants, Inc.,* Case No. 19STCV05201, California Superior Court, County of Los Angeles, Honorable Amy D. Hogue, presiding;
- *Luna v. Pronto California General Agency, LLC,* Case No. 19STCV39951, California Superior Court, County of Los Angeles, Honorable Elihu M. Berle, presiding;
- *Alvarez v. Kazak-Mars, Inc.,* Case No. 20STCV42587, California Superior Court, County of Los Angeles, Honorable Elihu M. Berle, presiding;
- *Noe v. My Pillow, Inc.* Case No. CIVDS 2011360, California Superior Court, County of San Bernardino, Honorable David Cohn, presiding;
- *Nunez v. 2751 West Coast Acquisition Company*, Case No. 30-2020-01145215-CU-OE-CXC, California Superior Court, County, County of Orange, Honorable Randall J. Sherman, presiding;
- *Smith v. McMillen Enterprises, Inc.*, Case No. CV-20-002938, California Superior Court, County of Stanislaus, Honorable John R. Mayne, presiding;
- *Turner v. Plant Prefab Inc., et al..*, Case No. CIVDS2017517, California Superior Court, County of San Bernardino, Honorable David Cohn, presiding;
- *Duran v. Fresh Select, LLC,* Case No. VCU284892, California Superior Court, County of Tulare, Honorable Bret Hillman, presiding;
- *Reynoso, et al. v. Cream of the Crop AG Service, Inc.,* Case No. VCU278847, California Superior Court, County of Tulare, Honorable Bret Hillman, presiding;
- *Michel v. Universal Waste Systems, Inc.*, Case No. 19STCV46181, California Superior Court, County of Los Angeles, Honorable David S. Cunningham presiding;
- *Jungers v. U.S. Borax Inc., et al.,* Case No. BCV-21-10003, California Superior Court, County of Kern, Honorable Bernard C. Barmann Jr. presiding;
- *Fortune v. Amoroso Limited Partnership, et al..,* Case No. 20STCV25874, California Superior Court, County of Los Angeles, Honorable Carolyn Kuhl presiding;
- *Montoya, et al. v. Remo, Inc.* Case No. 20STCV34614, California Superior Court, County of Los Angeles, Honorable Maren Nelson presiding;
- *Rincon, et al. v. New-Indy Tripaq, LLC, et al..* Case No. 20STCV17118, California Superior Court, County of Los Angeles, Honorable Maren Nelson presiding;

- *De Leon, et al. v. Wismettac Asian Foods, Inc.* Case No. 19STCV18172, California Superior Court, County of Los Angeles, Honorable Elihu M. Berle presiding;
- *Tapia v. Mercer Foods, Inc.* Case No. CV-21-000020, California Superior Court, County of Stanislaus, Honorable Sonny S. Sandhu presiding;
- *Molina v. Reser's Fine Foods, Inc.* Case No. 37-2021-00013052-CU-OECTL, California Superior Court, County of San Diego, Honorable Eddie C. Sturgeon presiding;
- *Reyes v. Imperial Sprinkler Supply, Inc.* Case No. 30-2020-01167748-CU-OE-CXC, California Superior Court, County of Los Angeles, Honorable Peter Wilson presiding;
- *Zavala, et al. v. PLS Check Cashers, Inc.* Case No. 20STCV42586, California Superior Court, County of Los Angeles, Honorable Elihu M. Berle presiding;
- *Paz v. Hill Brothers Chemical Company.* Case No. 20STCV48279, California Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
- *Garcia v. Inwesco Incorporated.* Case No. 20STCV46833, California Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
- *Guevara v. J&K Culver, LLC, et al.* Case No. 19STCV39951, California Superior Court, County of Los Angeles, Honorable Elihu M. Berle presiding;
- *Hamilton v. Michael Kors Stores, Inc. et al.,* Case No. 19STCV37061, California Superior Court, County of Los Angeles, Honorable Yvette M. Palazuelos presiding;
- *Arzooian v. A&M Administration, LLC, et al.* Case No. 21STCV05576, California Superior Court, County of Los Angeles, Honorable Yvette M. Palazuelos presiding;
- *Santos, et al. v. Maruzen of America, Inc.,* Case No. 19STCV37662, California Superior Court, County of Los Angeles, Honorable Kenneth R. Freeman presiding;
- *Schaffino v. M.O. Dion & Sons., Inc., et al.,* Case No. 20STCV38023, California Superior Court, County of Los Angeles, Honorable Gail Killefer presiding;
- *Moreno v. Santa Paula Post Acute, LLC, et al.* Case No. 21STCV12533, California Superior Court, County of Los Angeles, Honorable Carolyn Kuhl presiding;
- *Singer v. Desert Area Resources and Training.* Case No. BCV-21-101093, California Superior Court, County of Kern, Honorable Thomas S. Clark presiding;
- *Clarizio v. Guard-Systems, Inc.,* Case No. 21STCV28667, California Superior Court,

County of Los Angeles, Honorable Armen Tamzarian presiding;

• *Guzman v. Freschco Painters, Inc.,* Case No. 21STCV04683, California Superior Court, County of Los Angeles, Honorable Lawrence P. Riff presiding;

• *Koutny v. PAE Aviation and Technical Services, LLC,* Case No. 21C-0106, California Superior Court, County of Kings, Honorable Melissa R. D'Morias presiding;

• *Rodriguez v. Pacifica Trucks, LLC,* Case No. 20STCV37576, California Superior Court, County of Los Angeles, Honorable Stuart Rice presiding;

• *Ramos v. AEGIS Treatment Centers, LLC,* Case No. 20STCV41429, California Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;

• *Valdez v. Integrated Building Services, Inc.* Case No. 20STCV37793, California Superior Court, County of Los Angeles, Honorable Elihu M. Berle presiding;

• *Harris v. America One Security, Inc.* Case No. 21STCV01399, California Superior Court, County of Los Angeles, Honorable Lawrence P. Riff presiding;

• *Moreno v. M&J Seafood Company, Inc.* Case No. 22STCV03341, California Superior Court, County of Los Angeles, Honorable William F. Highberger presiding;

• *Corrales v. Q&B Foods, Inc.* Case No. 20STCV40885, California Superior Court, County of Los Angeles, Honorable Elihu Berle presiding;

• *Arteaga v. Demolition Specialist, Inc.* Case No. RIC2001133, California Superior Court, County of Riverside, Honorable Harold Hopp presiding;

• *Vigil, et al. v. Capstone Turbine Corporation,* Case No. 20STCV32123, California Superior Court, County of Los Angeles, Honorable Lawrence P. Riff presiding;

• *Ramirez v. Sea-Win, Inc.* Case No. 21STCV22026, California Superior Court, County of Los Angeles, Honorable Lawrence P. Riff presiding;

• *Ortega Chavez v. Winpak Lane, Inc.* Case No. CIVSB2207313, California Superior Court, County of San Bernardino, Honorable Jessica Morgan presiding;

• *Garcia v. American Licorice Company.* Case No. RG21107049, California Superior Court, County of Alameda, Honorable Brad Seligman presiding;

• *Madrono v. Vitale Nursing, Inc, et al.,* Case No. 21STCV09845, California Superior Court, County of Los Angeles, Honorable Lawrence P. Riff presiding; and

• *Orellana v. Advanced Building Maintenance.* Case No. 34-2020-00286791-CU-OE-GDS, California Superior Court, County of Sacramento, Honorable Jill Talley presiding.

• *Aguilar v. Bioness, Inc., et al., Case* No. 21STCV41702, California Superior Court, County of Los Angeles, Honorable Lawrence P. Riff presiding;

• *Antoine v. Pinky Beverly Hills, LLC., et al. Case No. 19STCV44856,* California Superior Court, County of Los Angeles, Honorable Lawrence P. Riff presiding;

• *Phambui v. Fashion Marketing and Merchandising Group, Inc., et al. Case No. 21STCV06634,* Superior Court, County of Los Angeles, Honorable Stuart M. Rice presiding;

• *Ortega Chavez v. Winpak Lane, Inc., et al. Case No. CIVSB2202274,* California Superior Court, County of San Bernardino, Honorable Jessica Morgan presiding;

• *Carrasco v O.H. Barkhordar D.D.S., Inc., et al. Case No. 22STCV21188,* California Superior Court, County of Los Angeles, Honorable Lawrence Riff presiding;

• *Correia v. Gallo Glass Company, et al. Case No. CV-21-006459,* California Superior Court, County of Stanislaus, Honorable Sonny S. Sandhu presiding;

• *Davis v. Beeline Import and Services, LLC, et al. Case No. CIVSB2119287,* California Superior Court, County of San Bernardino, Honorable David Cohn presiding;

• *Angel Lopez v Innovative Coatings Technology Corporation dba Incotec, et al. Case No. 30-2020-01173245-CU-OE-CXC,* California Superior Court, County of Orange, Honorable Lon Hurwitz presiding;

• *Lopez v UPM, Inc., et al. Case No. 20STCV36695,* California Superior Court, County of Los Angeles, Honorable Lawrence P. Riff presiding;

• *Moreno v. Infiniti Group LLC.*, et al. Case No. CIVSB2223551, California Superior Court, County of San Bernardino, Honorable Joseph T. Ortiz presiding;

• *Kelley v. Applus Technologies, Inc., et al. Case No. CIVSB2204889,* California Superior Court, County of San Bernardino, honorable Jessica Morgan presiding;

• *Hernandez v Bromley Foods, Inc., et al. Case No. 56-2021-00561326-CU-OE-VTA*, California Superior Court, County of Ventura, Honorable Henr Walsh presiding;

• *Heredia v. Alan Smith Pool Plastering, Inc., et al. Case No. 30-2020-01163609-CU-*

OE-CXC, California Superior Court, County of Orange, Honorable Randall J. Sherman presiding;

- *Martinez Guzman v Freshco Painters Inc., et al. Case No. 21STCV04683,* California Superior Court, County of Los Angeles, Honorable Lawrence P. Riff presiding;
- *Gomez Mireles v. USG Ceilings Plus, LLC., et al. Case No. 21STCV45606*, California Superior Court, County of Los Angeles, Honorable Elihu M. Berle presiding;
- *Garzon v. Mobile Hi-Tech Wheels, LLC., et al., Case No. 21STCV15396*, California Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
- *Dethrasavong v. ASI Computer Technologies, Inc., et al.* Case No. 20STCV32312, California Superior Court, County of Contra Costa, Honorable Kenneth R. Freeman presiding;
- *Lopez v. Waldorf Astoria Management LLC., et al.* Case No. 20STCV17212, California Superior Court, County of Los Angeles, Honorable Maren Nelson presiding;
- *Viveros v. Mission Produce, Inc., et al.* Case No. 20STCV15737, California Superior Court, County of Los Angeles, Honorable Kenneth R. Freeman presiding;
- *Flores v. United Maintenance Company, Inc.,* et al. Case No. 21STCV07008, California Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
- *Blandi v. Francesca Restaurant, LLC., et al.* Case No. 37-2022-00049034-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Marcella O. McLaughling presiding;
- *Lopez Cabrera v. South Valley Almond Company, LLC, et al.* Case No. BCV-2-100722, California Superior Court, County of Kern, Honorable Bernard C. Barmann, Jr. presiding;
- Guillermo Cruz v. Alma Family Serives, et al. Case No. 21STCV18156, California Superior Court, County of Los Angeles, Honorable Elihu M. Berle presiding;
- *Davood v. NKSFB, LLC, et al.* Case No. 22STCV17305, California Superior Court, County of Los Angeles, Honorable Christopher K. Lui presiding;
- *Ferrer v. Ineos USA, LLC., et al.,* Case No. 21STCV28076, California Superior Court, County of Los Angeles, Honorable Elihu M. Berle presiding;

- *Portillo Sanchez v. Paragon Services Janitorial Orange County, LLC, et al.* Case No. 20STCV38562, California Superior Court, County of Los Angeles, Honorable William F. Highberger presiding;

- *Trigueros Garcia v. Highland Plastics, Inc., et al.,* Case No. CVRI2202836, California Superior Court, County of Riverside, Honorable Harold Hopp presiding;

- *Magana Ramirez v. 360 Support Services, et al.* Case No. 22STCV20456, California Superior Court, County of Los Angeles, Honorable Lawrence P. Riff presiding;

- *Morales v. Baldy's Restaurant Group, LLC.,* et al. Case No. 20STCV36535, California Superior Court, County of Los Angeles, Honorable Kenneth R. Freeman presiding;

- *Gonzales v. El Monte Rents, Inc., et al.* Case No. 21STCV10209, California Superior Court, County of Los Angeles, Honorable Stuart M. Rice presiding;

- *Gonzalez v. Total Education Solutions, Inc., et al.* Case No. 20STCV37984, California Superior Court, County of Los Angeles, Honorable Maren Nelson presiding;

- *Helaire v. Smithfield Packaged Meats Corp, et al.* Case No. JCCP5244, California Superior Court, County of San Bernardino, Honorable Jessica Morgan presiding; *Hernandez v. Central Valley Recovery Services, et al.* Case No. VCU290220, California Superior Court, County of Tulare, Honorable Brett Hillman presiding;

- *Hernandez v. SC Commercial, LLC, et al.* Case No. 30-2020-01166961-CU-OE-CXC, California Superior Court, County of Orange, Honorable Lon Hurwitz presiding;

- *Hines v. Constellis Integrated Risk Management Services, et al.* Case No. 20STCV26962, California Superior Court, County of Los Angeles, Honorable Christopher K. Lui presiding;

- *Moya v. Valassis Direct Mail, Inc., et al.* Case No. 21STCV09412, California Superior Court, County of Los Angeles, Honorable Stuart Rice presiding;

- *Jordan v. The Martin-Brower Company, LLC, et al.,* Case No. 21STCV41435, California Superior Court, County of Los Angeles, honorable Stuart Rice presiding;

- *Juarez v. Calmet Services, Inc., et al.* Case No. 21STCV33668, California Superior Court, County of Los Angeles, Honorable Kenneth R. Freeman presiding;

- *Mcintosh v. WWL Vehicle Services Americas Inc., et al.* Case No. 56-2022-00562544-CU-OE-VTA, California Superior Court, County of Ventura, Honorable Benjamin Coats presiding;

- *Mendoza v. Amusement Industry, Inc., et al.* Case No. 21STCV09790, California Superior Court, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;

- *Moore v. Dnata US Inflight Catering LLC, et al.* Case No. CGC-20-586512, California Superior Court, County of San Francisco, Honorable Curtis Karnow presiding;

- *Peterson v. Sorenson Engineering, Inc., et al.* Case No. CIVDS2023994, California Superior Court, County of San Bernardino, Honorable David Cohn presiding;

- *Torres v. Laurel Avenue, LLC, et al.* Case No. CIVSB2202708, California Superior Court, County of San Bernardino, Honorable David Cohn presiding;

- *Nunley v. Cardinal Logistics Management Corporation et al.* Case No. CIVSB2210430, California Superior Court, County of San Bernardino, Honorable Joseph T. Ortiz presiding;

- *Pastrana v. National Sign & Marketing Corporation et al.* Case No. CIVSB2118749, California Superior Court, County of San Bernardino, Honorable David Cohn presiding;

- *Pineda v. Grand Life, Inc., et al.* Case No. 21STCV28066, California Superior Court, County of Los Angeles, Honorable Elihu M. Berle presiding;

- *Pattingale v.* Laird Family Estate, LLC et al. Case No. 22CV000048, California Superior Court, County of Napa, Honorable Cynthia P. Smith presiding;

- *Ramirez v. Sea Win, Inc., et al.* Case No. 21STCV22026, California Superior Court, County of Los Angeles, Honorable Lawerence P. Riff presiding;

- *Reategui v. Cal Building & Maintenance Industries, Inc.,* Case No. 20STCV39648, California Superior Court, County of Los Angeles, Honorable William F. Highberger presiding;

- *Rodriguez v. ACRA Aerospace, LLC, et al.* Case No. 30-2020-01171360-CU-OE-CXC, California Superior Court, County of Orange, Honorable Randall J. Sherman presiding;

- *Rodriguez v. Ultra Pro International LLC, et al.* Case No. 21STCV11250, California Superior Court, County of Los Angeles, Honorable Elihu M. Berle presiding;

• *Ruiz v. Kleen Harvest, Inc., et al.* Case No. 21CV002319, California Superior Court, County of Monterey, Honorable Thomas W. Wills presiding;

• *Roberto Ruiz v. Protech Delivery and Installation et al.* Case No. 21STCV07001, California Superior Court, County of Los Angeles, Honorable Stuart M. Rice presiding;

• *Russell v. CIMC Reefer Trailer, Inc., et al.* Case No. RIC2001777, California Superior Court, County of Riverside, Honorable Harld Hopp presiding;

• *Russell v. Staffmark Investment LLC, et al.* Case No. CVRI12103921, California Superior Court, County of Riverside, Honorable Harold Hopp presiding;

• *Quintanilla et al. v. Chrome Hearts LLC, et al.* Case No. 21STCV43180, California Superior Court, County of Los Angeles, Honorable Elihu B. Berle presiding;

• *Taat v. Acell, Inc., et al.* Case No. 37-2022-00005437-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Matthew C. Braner presiding;

• *Todd v. Motivate, LLC, et al.* Case No. CGC-23-605052, California Superior Court, County of San Francisco, Honorable Anne- Christine Massullo presiding;

• *Turner Sr., v. The Sidewalk Café, Inc., et al.* Case No. 21STCV10154, California Superior Court, County of Los Angeles, Honorable William F. Highberger presiding;

• *Vargas-Flores v. Harbor Bay Club, Inc., et al.* Case No. 21CV002396, California Superior Court, County of Alameda, Honorable Michael Markman presiding;

• *Vasquez v. Liquid Technologies, Inc., et al.* Case No. CIVDS2023892, California Superior Court, County of San Bernardino, Honorable Joseph Ortiz presiding;

• *Vasquez et al. v. Kingswood LLC, et al.,* Case No. 20STCV32123, California Superior Court, County of Los Angeles, Honorable Lawrence P. Riff presiding;

• *Sandoval Villafana v. Satco, Inc., et al.* Case No. 21STCV17085, California Superior Court, County of Los Angeles, Honorable Yvette M. Palazuelos presiding;

• *Williams v. Marrs Services, Inc., et al.* Case No. 21STCV23775, California Superior Court, County of Los Angeles, Honorable Stuart M. Stuart presiding;

• *Low v. Triple Canopy, Inc., et al.* Case No. 37-2023-0007078-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Carolyn Caietti presiding;

- *Camacho v. Premium Electric Corp, et al.* Case No. 22STCV26878, California Superior Court, County of Los Angeles, Honorable David S. Cunningham presiding;
- *Lopez v. Bachem Americas, Inc., et al.* Case No. 23STCV04258, California Superior Court, County of Los Angeles, Honorable Laura Seigle presiding;
- *Mendoza Cendejas v. E. & J. Gallo Winery, et al.* Case No. CV-22-005396, California Superior Court, County of Stanislaus, Honorable Sonny S. Sandhu presiding;
- *Romero v. Armstrong Installation Service, et al.* Case No. 22CV022519, California Superior Court, County of Alameda, Honorable Noel Wise presiding;
- *Perez v. D&G Restaurants, LLC, et al.* Case No. 30-2021-01209638-CU-OE-CXC, California Superior Court, County of Orange, Honorable Peter Wilson presiding;
- *Sarmiento, et al. v. Neil Jones Food Company* Case No. 21CECG03825, California Superior Court, County of Fresno, Hon. Kristi Culver Kapetan presiding;
- *Garcia v. Nature Fresh Farms, LLC, et al.* Case No. ECU001961, California Superior Court, County of Imperial, Honorable Jeffery B. Jones presiding.
- *Machuca v. Charleys Philly Steaks, et al.* Case No. FCS057713, California Superior Court, County of Solano, Hon. Christine A. Carringer presiding;
- *Machuca v. Charleys Philly Steaks, et al.* Case No. FCS058064, California Superior Court, County of Solano, Hon. Christine A. Carringer presiding;
- *Olivares v. PCI Industries, LLC, et al.* Case No. 22STCV37965, California Superior Court, County of Los Angeles, Hon. Samantha P. Jessner presiding;
- *Robles v. FM Mexican Grill Inc., et al.* Case No. BC716450, California Superior Court, County of Los Angeles, Hon. Daniel J. Buckley presiding;
- *Sarmiento v. The Neil Jones Food Company.*, et al. Case No. 21CECG03825, California Superior Court, County of Fresno, Hon. Kristi Culver Kapetan presiding;
- *Jimenez v. Route 66, Post Acute LLC Agency, LLC., et al.* Case No. 23STCV03441, California Superior Court, County of Los Angeles, Hon. Laura A. Seigle presiding;
- *Diaz v. UCA General Insurance Services, Inc., et al.* Case No. 30-2021-01185227-CU-OE-CXC, California Superior Court, County of Orange, Hon. Randall J. Sherman presiding;

• *Moctezuma v. Direct Line Global, LLC., et al.* Case No. 23CV033075, California Superior Court, County of Alameda, Hon. Michael Markman presiding;

• *Williams v. Fortec Medical, Inc., et al.* Case No. 22CV014116, California Superior Court, County of Alameda, Hon. Michael Markman presiding;

• *Franco et al. v. Inland Behavioral and Health Services et al.* Case No. CIVSB2118579, California Superior Court, County of San Bernardino, Hon. Christian Towns presiding;

• *Arballo et al. v. California Custom Fruits and Flavors, Inc., et al.* Case No. 22STCV35657, California Superior Court, County of Los Angeles, Hon. Elihu Berle presiding;

• *Henderson v. Bizon Group, Inc., et al.* Case No. HG21115170, California Superior Court, County of Alameda, Hon. Noel Wise presiding;

• *Boothe et al. v. Lemonade Restaurant Group, LLC, et al.* Case No. 22STCV38302, California Superior Court, County of Los Angeles, Hon. Laura Seigle presiding;

• *Montoya et al. v. FPR II, L.L.C., et al.* Case No. 22CV404499, California Superior Court, County of Santa Clara, Hon. Theodore C. Zayner; and

• *Martinez Flores v. APT Maintenance, Inc., et al.* Case No. 22CV024427, California Superior Court, County of Alameda, Hon. Somnath Raj Chatterjee presiding.

20. I believe that I am, along with my co-counsel, are sufficiently experienced and qualified to evaluate whether the proposed Settlement is fair, adequate and reasonable for the Class Members and Aggrieved Employees. Considering the legal and factual hurdles facing the Class Members and Aggrieved Employees as discussed above, the risks of class certification, the inherent uncertainty of any trial, and potential appeals, it is my opinion that the proposed Settlement is adequate, fair and reasonable and guarantees that Class Members and Aggrieved Employees will receive some recovery. The Parties faced significant risks and would have incurred substantial attorneys' fees and costs to reach a litigated outcome. Measuring these risks against what is on the table, the proposed Settlement is within the "ballpark" of reasonableness and should be given preliminary approval. Should the Court grant preliminary approval, I respectfully request the Court to appoint me, along with my co-counsel, as Class Counsel for the Class Members.

21. I have no conflict (whether potential or actual) with the Class Members and I have

no financial relationship with the proposed Administrator.

22. I have no interest in or conflict with the cy pres recipient, Katherine and George Alexander Community Law Center.

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

Executed on April 17, 2026, at Los Angeles, California.

David D. Bibiyan

David D. Bibiyan

EXHIBIT 1

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[Additional Counsel on Next Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

HELDER VIEIRA, TAVORIS SAUCIER, ERIC BARBARY, ANDREW EMARY, JASON SERIOS, BLONG YANG, individually, and on behalf of all others similarly situated, Plaintiffs, v. ONE WORKPLACE L. FERRARI LLC, a California limited liability company, doing business as ONE WORKPLACE; and DOES 1 through 100, inclusive, Defendant(s).	CASE NO.: 24CV447301 [Assigned for all purposes to Theodore C. Zayner in Dept. 19] **CLASS AND PAGA SETTLEMENT AGREEMENT** Action Filed: September 13, 2024 FAC Filed: September 19, 2024 SAC Filed: August 4, 2025 Trial Date: Not Set

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Attorneys for Defendant,
ONE WORKPLACE L. FERRARI LLC

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiffs Helder Vieira ("Plaintiff Vieira"), Tavoris Saucier, Eric Barbary, Andrew Emary, Jason Serios, and Blong Yang (the "Saucier Plaintiffs," and collectively with Plaintiff Vieira, the "Plaintiffs") and defendant One Workplace L. Ferrari LLC ("Defendant"). The Agreement refers to Plaintiffs and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS

1.1. "Action" means the Plaintiffs' lawsuit alleging wage and hour violations against Defendant, captioned *Vieira, et al. v. One Workplace L. Ferrari LLC., et al.,* Case No. 24CV447301, initiated on September 13, 2024, and pending in the Superior Court of the State of California, County of Santa Clara.

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

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

1.4. "Aggrieved Employee" means a person employed by Defendant in California and classified as a non-exempt, hourly-paid employee who worked for Defendant during the PAGA Period.

1.5. "Class" means all persons employed by Defendant in California and classified as a non-exempt, hourly-paid employee who worked for Defendant during the Class Period.

1.6. "Class Counsel" means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.; and Jerusalem F. Beligan and Leah M. Beligan of Beligan Law Group, LLP.

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

1.8. "Class Data" means Class Member identifying information in Defendant's custody, possession, or control, including the Class Member's (1) name; (2) last known address(es); (3)

last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

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

1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from September 13, 2020 through February 5, 2025.

1.13. "Class Representatives" mean the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as Class Representatives.

1.14. "Class Representative Service Payments" mean the payment to the Class Representatives for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of Santa Clara.

1.16. "Defendant" means named defendant One Workplace L. Ferrari LLC.

1.17. "Defense Counsel" means Karin M. Cogbill and Baldeep S. Uppal of Jackson Lewis P.C.

1.18. "Effective Date" means the later of: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member intervenes and objects to the Settlement, 60 days after the Court enters Judgment; (b) if one or more Participating Class Members intervenes and objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

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

1.22. "Gross Settlement Amount" means $1,485,000.00 (One Million Four Hundred Eighty-Five Thousand Dollars and Zero Cents), which is the total amount Defendant agrees to pay under the Settlement, except as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Litigation Expenses, Class Representative Service Payments, and Administrator's Expenses.

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

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

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

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

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

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

1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. "Operative Complaint" means the Second Amended Complaint filed in the Action.

1.31. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period, based on Defendant's payroll records.

1.32. "PAGA Period" means the period from September 12, 2023 through the end of the Class Period.

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

1.34. "PAGA Notices" mean Plaintiff Vieira's September 13, 2024 letter, and the Saucier Plaintiffs' September 12, 2024 letter, each to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.35. "PAGA Penalties" means the total amount of PAGA civil penalties ($148,500.00) to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees ($51,975.00) and the 65% to the LWDA ($96,525.00) in settlement of the PAGA claims.

1.36. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.37. "Plaintiffs" means Helder Vieira, Tavoris Saucier, Eric Barbary, Andrew Emary, Jason Serios, and Blong Yang, the named plaintiffs in the Action.

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

1.39. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.40. "Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.41. "Released PAGA Claims" means the claims being released as described in Paragraph 5.4 below.

1.42. "Released Parties" means: Defendant, and each of its former, present and future owners, parents, and subsidiaries, and all of its current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

1.43. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Settlement signed by the Class Member.

1.44. "Response Deadline" means forty-five (45) days after the Administrator mails Notice to Class Members, and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement as to Released Class Claims, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the Response Deadline expiration date.

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

1.46. "Workweek" means any week during which a Class Member worked for Defendant, for at least one day during the Class Period, based on Defendant's time and payroll records.

2. RECITALS

2.1. On September 12, 2024, the Saucier Plaintiffs submitted with the LWDA a PAGA Notice.

2.2. On September 13, 2024, Plaintiff Vieira commenced this Action by filing a complaint against Defendant for: failure to pay overtime and minimum wages; failure to provide meal breaks, rest breaks, or compensation in lieu thereof; waiting time penalties; wage statement violations; failure to timely pay wages; failure to indemnify; violation of Labor Code § 227.3; unfair competition; and violation of Labor Code Section 226.8 (the "Vieira Class Action").

2.3. Also on September 13, 2024, Plaintiff Vieira filed with the LWDA and served on Defendant a notice under Labor Code § 2699, *et seq*. seeking to represent other non-exempt employees against Defendant for various Labor Code violations (the "Vieira PAGA Notice").

2.4. On September 19, 2024, Plaintiff Viera filed a First Amended Complaint in the Vieira Class Action.

2.5. On October 14, 2024, a separate class action was filed by the Saucier Plaintiffs against

Defendant, captioned *Tavoris Saucier, et al. v. One Workplace Construction, LLC, et al.*, Case No. 24CV449448, asserting the following causes of action: (1) Failure to Pay Earned Wages; (2) Failure to Pay Minimum Wage and/or Prevailing Wage; (3) Failure to Pay Overtime and/or Overtime at Prevailing Wage Rates; (4) Failure to Provide Meal Breaks; (5) Failure to Provide Rest Breaks; (6) Failure to Provide Accurate Wage Statements; (7) Failure to Timely Pay Final Wages; (8) Failure to Reimburse all Reasonable and Necessary Business Expenses; and (9) Violation of Business & Professions Code § 17200, *et seq*. (the "Saucier Class Action").

2.6. On November 27, 2024, the Saucier Plaintiffs amended their complaint in the Saucier Class Action to assert a claim for PAGA civil penalties against Defendant (the "Saucier Class-PAGA Action").

2.7. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

2.8. Prior to mediation, Plaintiff Vieira obtained, through informal discovery: (a) a sampling of time and pay records for all members of the putative class; (b) class data points, including the number of Class Members and Workweeks during the Class Period, the number of Aggrieved Employees and Pay Periods during the PAGA Period; (c) Defendant's wage and hour policy documents, including employee handbooks; and (d) all documents pertaining to Plaintiff Vieira available to Defendant, including his time records and personnel file.

2.9. Plaintiffs represent that their investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801, and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.10. On February 5, 2025, the Parties participated in an all-day mediation presided over by Eve Wagner, Esquire. The mediation was not initially successful, but following further negotiations, the Parties agreed to the mediator's proposal that would resolve all class and PAGA claims in the Action, as well as the previously pending Saucier Class-PAGA Action.

2.11. On August 4, 2025, a Second Amended Complaint was filed in the Vieira Action to add the plaintiffs and claims asserted in the Saucier Class-PAGA Action, as well as the claims asserted in the Vieira PAGA Notice, to effectively consolidate the claims asserted therein purposes of settlement. The Second Amended Complaint is the operative complaint in the Action

("Operative Complaint").

2.12. On December 2, 2025, pursuant to stipulation, the Court dismissed the Saucier Class-PAGA Action without prejudice.

2.13. The Court has not granted class certification.

2.14. The Parties, Class 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.

3. MONETARY TERMS

3.1. Gross Settlement Amount. Defendant promises to pay $1,485,000.00 as the Gross Settlement Amount, unless increased pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To Plaintiffs: Class Representative Service Payments to Plaintiffs of not more than $7,500.00 each, for a total amount of $45,000.00, in addition to any Individual Class Payments and any Individual PAGA Payments that Plaintiffs are entitled to receive as Participating Class Members. Defendant will not oppose Plaintiffs' requests for Class Representative Service Payments that does not exceed $45,000.00. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for Class Representative Service Payments prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount, and Plaintiffs shall have no right to appeal or object to the Settlement based on the reduction. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this Agreement, is currently estimated to be $519,750.00, and a Class Counsel Litigation Expenses Payment of not more than $40,000.00. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount, and Plaintiffs or Class Counsel shall have no right to appeal or object to the Settlement based on the reduction. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless and indemnifies Defendant from any dispute or controversy regarding any division or sharing of any of these payments. There will be no additional charge of any kind to either the Settlement Class Members or request for additional consideration from Defendant for such work unless Defendant materially breaches this Agreement, including any term regarding funding, and further efforts are necessary from Class Counsel to remedy said breach, including, without limitation, moving the Court to enforce the Agreement. For any such claim for breach of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs approved by the Court. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $7,990.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than $7,990.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to the settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $148,500.00 to be paid from the Gross Settlement Amount, with 65% ($96,525.00) allocated to the LWDA PAGA Payment and 35% ($51,975.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties $51,975.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimated there were approximately 439 Class Members who collectively worked a total of 63,500 Workweeks, and 262 Aggrieved Employees who worked no more than 6,650 PAGA Pay Periods as of February 2025.

4.2. Class Data. Not later than 14 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class 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 Class Data. The Class Data shall not be provided to Class Counsel.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 10 days after Defendant funds the Gross Settlement Amount, the Administrator shall: (1) mail checks for all Individual Class Payments to Participating Class Members; (2) mail checks for all Individual PAGA Payments to Aggrieved Employees; (3) mail the LWDA PAGA Payment to the LWDA; (4) mail the Class Representative Service Payments to Plaintiffs; (5) shall wire the Class Counsel Fees Payments and the Class Counsel Litigation Expenses Payments to each Class Counsel for their respective shares; and (6) shall compensate itself for the Administration Expenses. Disbursement of the Class Counsel Fees Payments, the Class Counsel Litigation Expenses Payments and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments, and the Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3. Subject to Court approval, for any Participating Class Member and/or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the cy pres recipient, Katherine and George Alexander Community Law Center, thereby leaving no unpaid residue pursuant to the requirements of Code of Civil Procedure § 384. However, if the Court disapproves of the transmittal of uncashed checks to the cy pres recipient, the uncashed checks shall be transmitted to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member and/or Aggrieved Employee, thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure § 384, subd. (b).

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

5. RELEASE OF CLAIMS

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, and Participating Class Members will release claims against all Released Parties as follows:

5.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, arising from their respective employment, including the termination of employment, with Defendant that can be legally released by law ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code § 1542. For purposes of Plaintiffs' Release only, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2. Release by Participating Class Members: For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint including, but not limited to, failure to pay earned wages, failure to pay minimum wage and/or prevailing wage, failure to pay overtime and/or overtime at prevailing wages rates, failure to provide meal breaks, failure to provide rest breaks, failure to provide accurate wage statements, failure to timely pay final wages, failure to reimburse business expenses, unfair competition, and violations of Labor Code §§ 227.3 and 226.8.

5.3. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring after the Class Period.

5.4. Release by Aggrieved Employees: For the duration of the PAGA Period, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, 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 Operative Complaint and the PAGA Notices submitted by Plaintiff Vieira and the Saucier Plaintiffs.

6. MOTION FOR PRELIMINARY APPROVAL

The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

Defendants' Declaration in Support of Preliminary Approval. Within 7 days of full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient.

6.1. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel no less than 3 business days before filing, all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code § 2699, subd. (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve, competency, operative procedures for protecting the security of Class Data, amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance, all facts relevant to any actual or potential conflicts of interest with Class Members, and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (iv) signed declarations from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members; and (v) signed declarations from each Class Counsel firm attesting to their competency to represent the Class Members, and their timely transmission to the LWDA of all necessary PAGA documents (initial notices of violations (Labor Code § 2699.3, subd. (a)), Operative Complaint (Labor Code § 2699, subd. (l)(1)), this Agreement (Labor Code § 2699, subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator.

6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration

Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

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

7.4. Notice to Class Members

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4. The deadlines for Class Members to submit written objections, challenge Workweeks, and Requests for Exclusion will be extended an additional 15 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendant, or Class Counsel is contacted by or otherwise discovers any person who believes they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5. <u>Requests for Exclusion (Opt-Outs).</u>

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Release must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7. Objections to Settlement

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payments.

7.7.2. Participating Class Members may send written objections to the Administrator, by mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

7.7.3. Non-Participating Class Members have no right to object to the Settlement.

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

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain and use an internet website to post information of interest to Class Members, including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5. Administrator's Declaration. Before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are at least 439 Class Members and 63,500 total Workweeks during the Class Period and (2) there are 262 Aggrieved Employees who worked no more than 6,650 Pay Periods during the PAGA Period.

8.1. Increase in Workweeks. In the event the number of Workweeks worked by Class Members during the Class Period increases by more than 10%, or 6,350 Workweeks, then the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 69,850 Workweeks multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount ($1,485,000.00) by 63,500, which amounts to a Workweek Value of $21.26. Thus, for example, should there be 70,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by $3,189 ((70,000 Workweeks – 69,850 Workweeks) x $21.26 per Workweek Value).

9. MOTION FOR FINAL APPROVAL

Prior to the calendared Final Approval Hearing, Plaintiffs will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code § 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel no less than 3 business days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in good faith to resolve any disagreements concerning the Motion for Final Approval.

9.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to reasonably award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under Civil Code § 664.6 for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment as set forth in this Agreement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If a Participating Class Member intervenes, files a timely objection, and has standing to appeal the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. AMENDED JUDGMENT

If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work together in good faith to jointly submit, and a proposed amended judgment.

11. ADDITIONAL PROVISIONS

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Action or 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 Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2. <u>Confidentiality Prior to Preliminary Approval</u>. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of 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. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except, to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.3. <u>No Solicitation</u>. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.4. <u>Integrated Agreement</u>. 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.

11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs 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.

11.6. 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 this 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.

11.7. 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.

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

11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed or agreed to by Class Counsel and Defense Counsel and approved by the Court. Plaintiffs and Defendant expressly agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any amendments of this Agreement, amended Agreements, or amendments to the Agreement, on behalf of the Parties once fully executed, which includes, but is not limited to, authorization of the use of signatures previously provided by the Parties.

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

11.11. 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.

11.12. 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.

11.13. 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.

11.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

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

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

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

11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. Upon the signing of this Agreement, the Parties further agree to extend the date to bring this Action to trial under CCP §§ 583.310 and 583.330 for the entire period of this settlement process.

11.19. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

11.20. Enforcement. In any proceeding to enforce or construe this Agreement, the prevailing Party shall be entitled to recover his/her or its reasonable costs and attorney's fees.

IT IS SO AGREED:

Helder Vieira 02/25/2026

Plaintiff, Helder Vieira

Tavoris Saucier (Feb 20, 2026 19:50:56 PST)

Plaintiff, Tavoris Saucier

DocuSigned by:
Andrey Meller 3/10/2026
C4838E8A3A1A47E

For Defendant, One Workplace L. Ferrari LLC

Eric Barbary (Feb 21, 2026 06:48:21 PST)

Plaintiff, Eric Barbary

Andrew Emary (Feb 23, 2026 14:57:25 PST)

Plaintiff, Andrew Emary

Jason Serios (Feb 22, 2026 20:42:03 PST)

Plaintiff, Jason Serios

Blong Yang (Feb 20, 2026 16:46:39 PST)

Plaintiff, Blong Yang

AGREED AS TO FORM ONLY:

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff Helder Vieira

Karin M. Cogbill
Baldeep S. Uppal
Counsel for Defendant

Jerusalem F. Beligan

Jerusalem F. Beligan
Leah M. Beligan
Counsel for Plaintiffs Tavoris Saucier, Eric Barbary, Andrew Emary, Jason Serios, and Blong Yang

Plaintiff, Blong Yang

AGREED AS TO FORM ONLY:

David D. Bibiyan

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff Helder Vieira

Karin M. Cogbill
Baldeep S. Uppal
Counsel for Defendant

Jerusalem F. Beligan
Leah M. Beligan
Counsel for Plaintiffs Tavoris Saucier, Eric Barbary, Andrew Emary, Jason Serios, and Blong Yang

4904-1119-4245, v. 1

EXHIBIT A

Vieira, et al. v. One Workplace L. Ferrari LLC
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

«Intelligent_Mail_barcode_»
Apex ID: «Apex_ID» «Tray_PC»
«First_Name» «Last_Name»
«Address_1»
«City», «State» «Zip»

«D

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

Helder Vieira, et al. v. One Workplace L. Ferrari LLC, a California limited liability company, dba One Workplace; Santa Clara County Superior Court, Case Number 24CV447301

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against One Workplace L. Ferrari LLC ("One Workplace") for alleged wage and hour violations. The Action was filed by former One Workplace employees, Helder Vieira ("Plaintiff Vieira"), Tavoris Saucier, Eric Barbary, Andrew Emary, Jason Serios, and Blong Yang (the "Saucier Plaintiffs," collectively "Plaintiffs") and seeks payment of (1) back wages and other relief for a class of non-exempt, hourly employees ("Class Members") who worked for One Workplace during the Class Period (September 13, 2020 through February 5, 2025); and (2) penalties under the California Private Attorney General Act ("PAGA") for all non-exempt, hourly employees who worked for One Workplace during the PAGA Period (September 12, 2023 to February 5, 2025) ("Aggrieved Employees").

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

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

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

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

If you worked for One Workplace during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against One Workplace that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating

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

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former One Workplace employees. The Action accuses One Workplace of violating California labor laws by (1) Failure to Pay Earned Wages; (2) Failure to Pay the Minimum Wage and/or Prevailing Wage; (3) Failure to Pay Overtime and/or Overtime at Prevailing Wage Rates; (4) Failure to Provide Meal Breaks; (5) Failure to Provide Rest Breaks; (6) Failure to Provide Accurate Wage Statements; (7) Failure to Timely Pay Final Wages; (8) Failure to Reimburse all Reasonable and Necessary Business Expenses; and (9) Violation of Business & Professions Code § 17200, *et seq*. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act of 2004 (Labor Code §§ 2698, *et seq.*) ("PAGA"). Plaintiffs are represented by attorneys in the Action: David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.; and Jerusalem F. Beligan and Leah M. Beligan of Beligan Law Group, LLP ("Class Counsel").

One Workplace strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether One Workplace or Plaintiffs is correct on the merits.

In the meantime, Plaintiffs and One Workplace hired Eve Wagner, an experienced mediator, in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and One Workplace have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, One Workplace does not admit any violations or concede the merit of any claims.

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

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

1. <u>One Workplace Will Pay $1,485,000.00 as the Gross Settlement Amount (Gross Settlement)</u>. One Workplace has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, One Workplace will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if

Participating Class Members object to the proposed Settlement or the Judgment is appealed.

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

   a. Up to Five Hundred Nineteen Thousand, Seven Hundred Fifty Dollars and Zero Cents ($519,750.00 or 35% of the Gross Settlement) to Class Counsel for attorneys' fees and up to Forty Thousand Dollars and Zero Cents ($40,000.00) for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   b. Up to Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) to each plaintiff, not to exceed Forty Five Thousand Dollas and Zero Cents ($45,000.00) as Class Representative Service Payments for filing the Action, working with Class Counsel and representing the Class. The Class Representative Service Payments will be the only monies Plaintiffs will receive from the Gross Settlement, other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments (if any).

   c. Up to $[INSERT AMOUNT] to the Administrator for services administering the Settlement.

   d. Up to One Hundred Forty Eight Thousand, Five Hundred Dollars and Zero Cents ($148,500.00) for PAGA Penalties, allocated 65% to the LWDA and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Pay Periods.

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

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

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

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

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

   If the money represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **[INSERT DATE]**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the **[INSERT DATE]** Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against One Workplace.

   You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against One Workplace during the PAGA Period based on the facts alleged in the Action.

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

8. Administrator. The Court has appointed a neutral company, Apex Class Action Administration (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and One Workplace has fully funded the Gross Settlement [Option 1: (and separately paid all employer payroll taxes)], Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against One Workplace or related entities for alleged unpaid wages based during the Class Period based on facts alleged in the Action and resolved by this Settlement.

   The Participating Class Members will be bound by the following release:

"For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint including, but not limited to, failure to pay earned wages, failure to pay minimum wage and/or prevailing wage, failure to pay overtime and/or overtime at prevailing wages rates, failure to provide meal breaks, failure to provide rest breaks, failure to provide accurate wage statements, failure to timely pay final wages, failure to reimburse business expenses, unfair competition, and violations of Labor Code §§ 227.3 and 226.8.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and One Workplace has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against One Workplace, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against One Workplace or its related entities based on the facts alleged in the Action during the PAGA Period and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

"For the duration of the PAGA Period, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, 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 Operative Complaint and the PAGA Notices submitted by Plaintiff Vieira and the Saucier Plaintiffs."

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing $51,975.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

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

   You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept One Workplace's calculation of Workweeks and/or Pay Periods based on One Workplace's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and One Workplace's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee in the PAGA Period and who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Helder Vieira, et al. v. One Workplace L. Ferrari LLC*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [INSERT DATE], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE CLASS SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and One Workplace are asking the Court to approve. At least 16 court days before the [**INSERT DATE**] Final Approval Hearing, Class Counsel and Plaintiffs will file with the Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Awards stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website, www.apexclassaction.com/oneworkplace or the Court's website, https://www.sdcourt.ca.gov/sdcourt/generalinformation/courtrecords2/onlinecasesearch.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is [INSERT DATE]**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Helder Vieira, et al. v. One Workplace L. Ferrari LLC*, and include your name, current address, telephone number, and approximate dates of employment for One Workplace and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [INSERT DATE] in Department 19 of the Santa Clara County Superior Court – Downtown Courthouse, located at 191 North First Street, San Jose, CA 95113. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via https://www.sdcourt.ca.gov/sdcourt/civil2/civilicvirtualhearings Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website www.apexclassaction.com/oneworkplace beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything One Workplace and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Apex Class Action, LLC's website at www.apexclassaction.com/oneworkplace. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to https://www.sdcourt.ca.gov/sdcourt/generalinformation/courtrecords2/onlinecasesearch and entering the Case Number for the Action, Case No. 24CV447301. You can also make an appointment to personally review court documents in the Clerk's Office at the Santa Clara County Superior Court – Downtown Courthouse by calling [INSERT NUMBER].

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

Class Counsel:	Settlement Administrator:
David D. Bibiyan Vedang J. Patel Megan R. Lazar **BIBIYAN LAW GROUP, P.C.** 1460 Westwood Boulevard Los Angeles, CA 90024 Tel: (310) 438-5555 Email: david@tomorrowlaw.com; vedang@tomorrowlaw.com; megan@tomorrowlaw.com Jerusalem F. Beligan Leah M. Beligan **BELIGAN LAW GROUP, LLP** 19800 MacArthur Blvd., Suite 300 Newport Beach, CA 92612 Tel: (949) 224-3881 Email: jbeligan@beliganlawgroup.com; lbeligan@beliganlawgroup.com	Apex Class Action Administration claims@apexclassaction.com PO Box 54668, Irvine, CA 92619 Tel.: 1 (800) 355-0700

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the State Controller's Unclaimed Property Fund, https://www.sco.ca.gov/search_upd.html, for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT 2

BIBIYAN LAW GROUP, P.C.

1460 Westwood Blvd
Los Angeles, CA 90024
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September 13, 2024

PAGA NOTICE FILED ELECTRONICALLY

Re: *Notice Letter of on Behalf of HELDER VIEIRA and Aggrieved Employees Under California Labor section 2699.3*

Employer: ONE WORKPLACE L. FERRARI, LLC dba ONE WORKPLACE
2500 De La Cruz Blvd
Santa Clara, CA 95050

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter "PAGA Notice"). The $75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted online to the Department of Industrial Relations.

This PAGA Notice concerns HELDER VIEIRA's ("Employee") employment with Employee's former employer: ONE WORKPLACE L. FERRARI, LLC dba ONE WORKPLACE (hereinafter, collectively, "Employer"). Employer willfully and knowingly misclassified Employee and Aggrieved Employees as exempt employees when, under California law, Employee and Aggrieved Employees were employees. Employee was willfully misclassified as an exempt employee of Employer, at, without limitation, 5087 Disk Dr., San Jose, CA 95134, with duties that included, but were not limited to, monitoring inventory and providing customer service, from approximately February of 2017 through to approximately March of 2024. In connection with the alleged claims for failure to comply with Labor Code sections 96, 98.6, 200, 201, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 205, 205.5, 210, 212, 221, 222, 223, 222.5, 226, 226.2, 226.3, 226.8, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198, 1198.5, 1527, 3366, 3457, and 8397.4, Employee seeks to represent all employees of Employer, and each of them, as well as their parents, subsidiaries and affiliates. On all other claims mentioned herein, Employee seeks to represent only non-exempt employees of Employer. All employees that Employee seeks to represent, as detailed in this Paragraph, shall be referred to as "Aggrieved Employees". Moreover, the allegations herein shall encompass the "PAGA Period", which shall refer to three years preceding the date of this letter and continuing past the date of this Letter into perpetuity.

Labor Code § 226.8(a) states "It is unlawful for any person or employer to engage in any of the following activities: (1) Willful misclassification of an individual as an independent contractor" and/or "(2) Charging an individual who has been willfully misclassified as an independent contractor a fee, or making any deductions from compensation, for any purpose, including for goods, materials, space rental, services, government licenses, repairs, equipment maintenance, or fines arising from the individual's employment where any of the acts described in this paragraph would have violated the law if the individual had not been misclassified." In California, the three tests for exemption are even more strict than the Federal standard: to be exempt under the persons "employed in [an] administrative, executive, or professional [capacity]" *[this is not always the argument, but often is]*, an employee must: be "primarily engaged in the duties that meet the test of the exemption" (as established by IWC wage orders); and "customarily and regularly exercises discretion and independent judgment in performing those duties"; and -earn "a monthly salary equivalent to no less than two times the state minimum wage for full-time employment" Lab. Code § 515(a) (emphasis added). All three must be satisfied at the same time. The employer has the burden of establishing all three at the same time for employees to be considered exempt. An employee is "primarily engaged in" exempt duties only if more than one half of the employee's work time is devoted to such duties. Labor Code § 515(e); 8 CCR § 11010 et seq. Under California law, the time spent is a critical factor; an employee is "primarily" engaged in exempt duties only if they occupy more than half the employee's worktime. Labor Code § 515(e). Labor Code § 226.8(b) states that if "a person or employer has engaged in any of the enumerated violations of subdivision (a), the person or employer shall be subject to a civil penalty of not less than five thousand dollars ($5,000) and not more than fifteen thousand dollars ($15,000) for each violation, in addition to any other penalties or fines permitted by law." Labor Code § 226.8(c) further states that if "a person or employer has engaged in any of the enumerated violations of subdivision (a) and the person or employer has engaged in or is engaging in a pattern or practice of these violations, the person or employer shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than twenty-five thousand dollars ($25,000) for each violation, in addition to any other penalties or fines permitted by law.

Employee and other Aggrieved Employees personally suffered Employer's violations of the Labor Code section 510 and applicable Wage Orders. Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of requiring its Employee and other Aggrieved Employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock, and/or go through security screenings and/or temperature checks off the clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked, for paying straight pay instead of overtime pay, for failing to pay overtime as required under Labor Code section

226.2, and by attempting but failing to properly implement an alternative workweek schedule ("AWS") (including, without limitation, by failing to implement a written agreement designating the regularly scheduled alternative workweek in which the specified number of work days and work hours are regularly recurring; failing to adopt the AWS in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the affected employees in the work unit; failing to follow the notice/disclosures procedures prior to any AWS election; and/or failing to register an AWS election with the State of California, as required by Labor Code section 511 and applicable Wage Orders) all to the detriment of Employee and other Aggrieved Employees. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 221, 222, 223, 226.2, 510, 511, 551, 552, 1194, 1198 (as it pertains to employees governed by a collective bargaining agreement ["CBA"]), 1811, 1815 and applicable Wage Orders based on its practice of providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Employee and other aggrieved employees to damages, including, without limitation, at least one hour of unpaid overtime wages each day worked by each Aggrieved Employee during the PAGA Period. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's control every day as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to undergo security checks and/or bag checks off the clock, to store and retrieve personal belongings off the clock, to attend company meetings off the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; ; failing to pay the minimum amounts required under Labor Code section 226.2; and failing to pay split shift premiums. In addition, Employee and other Aggrieved Employees were required to report to work, and did report, but were not put to work and/or were furnished less than half their usual or scheduled day's work without being paid for half the usual or scheduled work at their regular rate of pay. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 221, 222 (as it pertains to employees governed by a CBA), 223, 226.2, 1197, 1182.12, Cal. and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked, that Employee and other Aggrieved Employees personally suffered these violations, and that Employee and other Aggrieved Employees are entitled to actual and liquidated damages under, without limitation, Labor Code sections 1475, 1194, 1194.2, and 1198 to compensate them for at least one unpaid hour of work per day for each Aggrieved Employee in the PAGA Period. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's control every day as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to undergo security checks and/or bag checks off the clock, to store and retrieve personal belongings off the clock, to attend company meetings off the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; and failing to pay split shift premiums. In addition, Employee and other Aggrieved Employees were required to report to work, and did report, but were not put to work and/or were furnished less than half their usual or scheduled day's work without being paid for half the usual or scheduled work at their regular rate of pay. These acts and/or omissions violated Labor Code sections 1771, 1774 and 1198, and, thus Employer would be liable for civil penalties pursuant to these sections and Labor Code section 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of compelling its Employee and other Aggrieved Employees during the PAGA Period to every day work in excess of five (5) and ten (10) hours per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, each workday, without limitation: by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods; providing short meal periods, including without, limitation meal periods that were recorded for less than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer but in practice were shorter than thirty minutes due to time required to walk to and from a suitable break area, time spent having to wait in line to clock back in, having to don and doff safety gear during the meal period, having to undergo security or bag checks during the meal period, and /or having to retrieve and store personal belongings during the meal period; requiring that employees carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by law or during which employees worked. Employee and other Aggrieved Employees personally suffered these violations. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 221, 222 (as to employees governed by a CBA), 223, 512 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant meal periods, either at all or at the proper regular rate of pay. Employer would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221, 222 (for employees governed by a CBA), 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant meal periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of compelling Employee and other Aggrieved Employees every day to, including, without limitation, work over four-hour periods (or major fractions thereof) without authorizing and permitting Employee and other Aggrieved Employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties, including, without limitation: by failing to provide rest periods all together; failing to provide rest periods that were at least ten minutes in length, including rest periods that were shorter than ten minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less than ten uninterrupted minutes due to, without limitation, due to time required to walk to and from a suitable break area, time spent having to don and doff safety gear during the rest period, having to retrieve and store personal belongings during the rest period, and/or having to undergo security or bag checks during the rest period, requiring that they be bundled together and/or with meal periods; interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest periods; not providing rest periods in a timely fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest periods. Employee and other Aggrieved Employees personally suffered these violations. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7 and 1198. Employer would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221, 222 (for employees governed by a CBA), 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of failing to permit Employee and other Aggrieved Employees from taking cooldown periods every day as required under California Code of Regulations, Title 8, Section 3395; rest and recovery periods as required by Labor Code section 226.2; and premium pay in lieu thereof under Labor Code section 226.7. Employee and other Aggrieved Employees personally suffered these violations. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated California Code of Regulations, Title 8, Section 3395 each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. In addition, for the failure each day of the PAGA Period by Employer to provide rest and recovery periods under Labor Code section 226.2, each Aggrieved Employee was owed compensation at a regularly hourly rate that is no less than the higher of the amounts set forth in Labor Code section 226.2(a)(3)(A)(i) or 226.2(a)(3)(A)(ii). However, Employee is informed and believes that those premium payments under Labor Code section 226.7, and rest and recovery periods under Labor Code section 226.2(a)(3)(A) were not made for these non-compliant cooldown periods and/or rest and recovery periods, either at all or at the proper rate of pay, in violation of Labor Code sections 226.2, 226.7 and/or 1198. Employer would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221, 222 (for employees governed by a CBA), 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

In addition to the above, Employee is informed and believes, and based thereon alleges that Employer failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, time records under Labor Code section 1174, the names and addresses of all employees employed and the ages of all minors under Labor Code section 1174, subsection (c), payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by, and applicable piece rate paid to, employees employed at the respective place of employment under Labor Code section 1174, subsection (d), and a copy of the payroll record provided by the contractor under Labor Code section 1695.55, as well as the information required to be kept under Labor Code sections 2673 and/or 1776, subdivision (a), making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employer also failed to provide these documents to Employee and other Aggrieved

Employees upon request in violation of these Labor Code sections, as well as Labor Code section 1198 and/or 1775, subdivision (b)(1). Employee and the Aggrieved Employees personally suffered these violations, which in turn would entitle Employee and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, 1695.55, 1198 and 2699. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Both independently and as a result of, among other things, Employer's herein-described policy or practice of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or rest periods, as described above, Employee is informed and believes, and based thereon alleges, that Employer also intentionally failed and continues to fail to furnish Aggrieved Employees, including, without limitation, Employee, with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the inclusive dates of the period for which the employee is paid; the name of the employee and only the last four digits of their social security number or an employee identification number other than a social security number; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the legal name and address of the other (and, in the case of a farm labor contractor, the name and address of the legal entity that secured the services of the employer); and other such information as required by Labor Code section 226, subdivision (a), as well as Labor Code section 226.2 to the extent it does not include for piece-rate work the information required therein including, without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-productive time and rest and recovery periods. Specifically, Employer intentionally failed to furnish employees with itemized wage statements that accurately reflect the hours worked by Employee and other Aggrieved Employees and the rates of pay at which they were or should have been paid (including due to failure to pay at the proper regular rate), thus resulting in a failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 226, 226.2, 1696.5 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus Employee and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 226 and 226.2 for each pay period worked during the PAGA Period. However, Employee is informed and believes that those penalties under Labor Code section 226 and 226.2 were not paid for these violations of Labor Code sections 226 and 226.2. Employer would thus be liable for civil penalties pursuant to Labor Code sections 226.2, 226.3, 558, 1198, 1696.5 and 2699. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 226.2, 226.3, 558, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer also willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay compensation to Employee and other terminated or resigned employees, including but not limited to, all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time off; and all premium pay owed as set out above, including, without limitation, for failure to pay at the proper regular rate of pay, among other things. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 201, 201.5, 201.7, 202 203, 203.5 ,204a, 204.1, 204.2, 205, 205.5 and 1198 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Employee and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 203 (or, as applicable, 203.5, 204a, 204.1, 204.2, 205 and/or 205.5) for each pay period worked during the PAGA Period. However, Employee is informed and believes that those penalties under Labor Code section 203 (or 203.5 and/or 204a) were not made for these violations of Labor Code sections 201, 201.5, 201.7, 202, 203, 203.5, 204b, 204.1, 204.2, 205 and/or 205.5. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer required or requires the execution of a release of claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, including, without limitation, as a condition of being paid, to execute a statement of the hours worked during a pay period in which Employer knew to be false. As such, Employee is informed and believes, and based thereon alleges that Employer violated Labor Code sections 206.5 and 1198, and that Employee and other Aggrieved Employees have personally suffered these violations. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer has or had a policy or practice of unlawfully deducting wages from Employee and other Aggrieved Employees, by issuing in payment of wages due, or to become due, or as an advance on wages to be earned: (1) an order, check, draft, note, memorandum, gift card, or other acknowledgement of indebtedness, (unless it was negotiable and payable in cash, on demand, without discount, at some established place of business in the state), the name and address of which must but did not appear on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must be but was not at least 30 days, the maker or drawer did not have sufficient funds in, or credit, arrangement, or understanding with the drawee for its payment; and/or (2) any scrip, coupon cards, or other thing redeemable, in merchandise or purporting to be payable or redeemable otherwise than in money. Employee is further informed and believes, and based thereon alleges, that such wages were not compensated at the "regular rate" of compensation as provided under Labor Code sections 226.7 and 510, subsection (a), thus violating those Labor Code sections, as well as Labor Code section 1198. In addition, Employee is informed and believes that Employer, by these deductions and/or otherwise, have caused wages earned by Employee and Aggrieved Employees to be charged back or kicked back to Employer. Consequently, Employee is informed and believes, and based thereon alleges, that Employee and other Aggrieved Employees have personally suffered violations under these sections and are entitled to relief under, without limitation, Labor Code sections 212, 221, 222 (as it pertains to employees governed by a CBA), 223, 226.7, 246, 510 subsection (a), 1194, and 1197. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is further informed and believes, and based thereon alleges that Employer failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and other Aggrieved Employees with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employer, the name of the employer, including any "doing business as" names used, the name, address and telephone number of the workers' compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employer under Labor Code section 2810.5. Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employer to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employee is additionally informed and believes that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Employee is informed and believes that Employer violated Labor Code sections 1198 and 2810.5. Employee and other Aggrieved Employees personally suffered these violations. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Among other relief, employees may collect from Employer in connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer also failed and refused, and continues to fail and refuse, to reimburse employees, including, without limitation, Employee and other Aggrieved Employees, with their costs incurred for driving personal vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits, separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for the purchase and maintenance of cellular phones and cellular phone plans, for pre-employment medical, physical or drivers' exams taken as a condition of employment, or for compelling or coercing Employee and Aggrieved Employees, including applicants, to patronize in the purchase of a value or things, including, without limitation, the Employer's product(s) and/or service(s), in direct consequence of the discharge of their duties, or of their obedience to the directions of Employer, as required by Labor Code sections 222.5, 231, 450, 1198, 2800, 2802, and other statutory and common law offenses. As a result, Employee and other Aggrieved Employees have personally suffered these violations and Employer are liable to reimburse Employee and other Aggrieved Employees for these costs incurred in furtherance of work duties. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. In addition, Employer would be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to reimburse deposits made, including uniform deposits together with all interest owed at the separation of employment in violation of Labor Code sections 404 and 1198, that Employee and other Aggrieved Employees personally suffered these violations, and that Employee and other Aggrieved Employees are entitled to damages in the amount of the deposit and accrued interest. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties under Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to provide Employee and other aggrieved employees with all rights afforded to them under the Healthy Workplace Heathy Families Act of 2014, codified at Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required to be provided pursuant to California and local laws. Employee is further informed and believes that the sick pay was not provided at the proper regular of pay as required under California law due to failure to properly calculate the regular rate. Employee is further informed and believes that Employer also did not permit its use upon request by Employee and other Aggrieved Employees as contemplated under California and local laws, including, without limitation, under Labor Code section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner without retaliation. Employee is additionally informed and believes that the notice requirement of Labor Code section 221, 222 (as it pertains to employees governed by a CBA), 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace injury reporting. Employee is thus informed and believes that Employer violated these Labor Code sections, as well as Labor Code section 1198. As such, Employee and other Aggrieved Employees have personally suffered violations under these sections and Employer would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay Employee and other Aggrieved Employees their paid time off and vacation time owed upon separation of employment as wages at their final rate of pay in violation of Labor Code sections 221, 222 (as it pertains to employees governed by a CBA), 223, 227.3 and applicable Wage Orders. Employee is thus informed and believes that Employer violated these Labor Code sections, as well as Labor Code section 1198. As such, Employee and other Aggrieved Employees have personally suffered these violations and Employer would be liable for civil penalties for violation of Labor Code section 227.3 under Labor Code section 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month." Employee is informed and believes and based thereon alleges that Employer did not and do not pay Employee and other Aggrieved Employees every day and every workweek in accordance with Labor Code sections 204 and 1198. As such, Employee is informed and believes, and based thereon alleges that Employer violated Labor Code section 204 and that Employee and other Aggrieved Employees have personally suffered these violations. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would be liable for civil penalties pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy of failing to provide all temporary workers, including without limitation, Employee, with owed wages weekly by not later than the regular payday of the following week. Employee is informed and believes that this has resulted in a violation of Labor Code sections 201.3 and 1198. As a result, pursuant to Labor Code section 201.3, Employee and other Aggrieved Employees have personally suffered violations thereto and Employer would be liable for civil penalties pursuant to Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer has or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for Employee and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Employee and/or Aggrieved Employees on account of a gratuity, or required Employee and/or Aggrieved Employees to credit the amount (or a part thereof) of a gratuity against and as part of the wages due to the Employee and/or Aggrieved Employees from the Employer. In addition, Employee is informed and believes, and based thereon alleges, that Employer permits and/or permitted patrons to pay gratuities by credit card but failed to pay Employee and/or Aggrieved Employees the full amount of the gratuity that the patron indicated on the credit card slip, without any deductions, for any credit card payment processing fees that may be charged to the employer by the credit card company by not later than the regular payday following the date the patron authorized the credit card. In addition, Employer failed to keep accurate records of all gratuities received by Employer and made those open to inspection at all reasonable hours. Employee is informed and believes that this has resulted in a violation of Labor Code sections 351, 353, 1198. As a result, pursuant to Labor Code sections 351 and 353, Employee and other Aggrieved Employees have personally suffered violations thereto and Employer would be liable for civil penalties pursuant to Labor Code sections 351, 353, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to provide all working employees, including without limitation Employee, with suitable seats when the nature of the work reasonably permits the use of seats. Employee is further informed and believes, and based thereon alleges that Employer has failed to place an adequate number of seats in reasonable proximity to the work area and/or permitted Employee and other Aggrieved Employees to use such seats when it does not interfere with the performance of their duties when employees are not engaged in the active duties of their employment and the nature of their work requires standing. Employee and other aggrieved employees have personally suffered these violations. Employee is informed and believes that this has resulted in a violation of Labor Code section 1198. As a result, Employee and other Aggrieved Employees have personally suffered violations thereto and Employer would be liable for civil penalties under Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and other Aggrieved Employees from using or disclosing the skills, knowledge and experience they obtained at Employer for purposes of competing with Employer, including, without limitation, preventing Employee and Aggrieved Employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employer and under what circumstances that they might be receptive to an offer from a rival employer. As such, Employee is informed and believes that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5, subdivision (k), and 1198, and that Employee and other Aggrieved Employees have personally suffered these violations. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and other Aggrieved Employees from disclosing violations of state and federal law, either within Employer to their managers or outside of Employer to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. Employee and other Aggrieved Employees personally suffered these violations. In addition, Employee is informed and believes that these policies and/or practices prevent Employee and other Aggrieved Employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code sections 232, 232.5 and 1198. Employee and other Aggrieved Employees personally suffered these violations of the Labor Code, and as such, these violations would expose Employer to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and other Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Employee and other Aggrieved Employees personally suffered these violations. Employee is informed and believes that this lawful conduct includes, without limitation, the exercise of Employee and other Aggrieved Employee's constitutional rights of freedom of speech and economic liberty and would thus expose Employer to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has made, adopted, and/or enforced rules, regulations and/or policies that tend to forbid or prevent Aggrieved Employees, including Employee, from engaging or participating in politics and/or from becoming a candidate for public office. Moreover, Employee is informed and believes, and based thereon alleges that Employer coerced, influenced and/or attempted to coerce and/or influence Employee and other Aggrieved Employees, through or by means of threat of discharge and/or loss of employment, to adopt or follow or refrain from adopting or following a particular course or line of political action and/or political activity. Employee is informed and believes, and based thereon alleges that in doing so, Employer has violated, without limitation, Labor Code sections 1101, 1102, 1102.5 and 1198. Employee and other Aggrieved Employees personally suffered these violations and are thus informed and believe that Employer is exposed to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer, including its agents, managers, superintendents, and/or officers, required Employee and/or Aggrieved Employees to agree, in writing, to terms and conditions known by Employer (and its agents, managers, superintendents and/or officers) to be prohibited by law, including, without limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements, purported confidentiality agreements, purported severance agreements, or purported release agreements, and other written documents presented for signature and/or assent to Employee and/or Aggrieved Employees by Employer. And, even more specifically, Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of requiring Employee and other Aggrieved Employees to agree in writing to confidentiality policies that unlawfully restrain trade by prohibiting employees from speaking with prospective employers about their work with Employer, including but not limited to their wages and working conditions. Employer also required Employee and Aggrieved Employees to inform prospective employers of Employer's restrictions of Employee's and Aggrieved Employees' freedom to work. As a result, Employee is informed and believes that Employer violated Labor Code sections 432.5, 1700.31 and 1198. As such, Employee is informed and believes, and based thereon alleges, that Employee and other Aggrieved Employees personally suffered these violations, and that Employer violated, without limitation, Labor Code section 432.5 and Government Code section 12952, entitling Employee and other Aggrieved Employees to damages. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.5, 1198, 1700.31 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of conducting unlawful background checks on prospective and current employees, including without limitation Employee, prior to making a conditional offer. Employee is informed and believes, and based thereon alleges, that Employer violated applicable laws by, without limitation: requiring job applicants and employees to disclose their conviction history before Employer made a conditional offer of employment; inquiring into or considering the conviction history of applicants before Employer made any conditional offers of employment; considering, distributing, or disseminating information about arrests not followed by conviction, referrals to or participation in a pretrial or posttrial diversion program, convictions that have been sealed, dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the convicted person has received a full pardon or has been issued a certificate of rehabilitation, while conducting conviction history background checks in connection with any applications for employment; intending to deny an applicant a position of employment solely or in part because of the applicant's conviction history; and asking applicants for employment to disclose, through any written form or verbally, information concerning or related to an arrest, detention, processing, diversion, supervision, adjudication, or court disposition that occurred while the person was subject to the process and jurisdiction of the juvenile court, to the detriment of Employee and other aggrieved employees. As such, Employee is informed and believes, and based thereon alleges, that Employee and other Aggrieved Employees personally suffered these violations, as well as violation of Labor Code section 1198, and that Employer violated, without limitation, Labor Code sections 432.7 and 1198, as well as Government Code section 12952, entitling Employee and other Aggrieved Employees to damages. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of relying on the salary history information of an applicant for employment as a factor in determining whether to offer employment to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by including, on Employer's application for employment, an inquiry regarding current and/or former salary history information, including, without limitation, compensation and benefits of the applicant for employment. Employee is informed and believes that this practice has resulted in unequal pay. Specifically, for this reason, as well as for other reasons, Employee is informed and believes, and based thereon alleges, that Employer has failed to pay its employees at wage rates less than those paid to employees of the opposite sex and/or another race or ethnicity for substantially similar work, when viewed as a composite of skill, effort, and responsibility, and/or performed under similar working conditions without sufficient legal rationale. Finally, Employee is informed and believes, and based thereon alleges that Employer has discharged and/or discriminated and/or retaliated against Employee and Aggrieved Employees by reason of an action taken by them to invoke or assist in the enforcement of Labor Code section 1197.5. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 432.3, 1102.5, 1197.5, and 1198. Employee also alleges that Employee and other Aggrieved Employees personally suffered these violations, and that Employee and other Aggrieved Employees are entitled to damages. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer and others in connection with the Employer (including, without limitation, the owner of the property, controller, and others in concert with the Employer) employed, permitted and/or suffered to work minors under the age of sixteen (16) years in connection with a manufacturing establishment or other place of employment; in adjusting belts to machinery, sewing or lacing machine belts in a workshop or factory, and/or oiling, wiping, cleaning machinery and/or assisting therewith; in operating or assisting in operating machines, including circular or band saws, wood shapers, wood-jointers, planers, sandpaper machinery, wood-polishing machinery, wood turning or boring machinery, picker machines, machines used in picking wool, cotton, hair or other material, carding machines, leather-burnishing machines, laundry machines, printing-presses, boring or drill presses, stamping machines used in sheet-metal and tinware, in paper and leather manufacturing, in washer and nut factories, metal or paper-cutting machines, paper-lace machines, corner-staying machines in paper-box factories, corrugating rolls, dough brakes, cracker machinery, wire or iron straightening or drawing machinery, rolling mill machinery, power punches or shears, washing, grinding or mixing machinery, calendar rolls in paper and rubber manufacturing, steam boilers, and others, even in or out of proximity to hazardous or unguarded belts, machinery or gearing; and in occupations declared hazardous as set forth in Labor Code section 1293.1; all in violation of Labor Code sections 1290, 1292, 1293, 1294.1 and 1301. In addition, Employee is informed and believes, and based thereon alleges that Aggrieved Employees are covered by Labor Code section 1391, Educational Code 49112 and Educational Code 49116. Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of requiring its employees, who are fifteen (15) years old or younger to work for more than eight (8) hours in one day of twenty-four (24) hours, and/or more than forty (40) hours in one week, and/or before 7:00 a.m. or after 7:00 p.m. Employee is further informed and believes, and based thereon alleges, that Employer had and has a policy or practice of, among other things, requiring its employees, who are fourteen (14) or (15) years old to work, while school is in session, for more than three hours in any schoolday and/or more than eighteen (18) hours in any week. Employee is further informed and believes, and based thereon alleges, that Employer had and has a policy or practice of, among other things, requiring its employees, who are sixteen (16) or seventeen (17) years old, to work for more than eight (8) hours in one day, and/or more than 48 hours in one week, and/or before 5 a.m., and/or after 10 p.m. on any day preceding a schoolday, and/or to work more than four (4) hours on a schoolday. Accordingly, for violations of Labor Code section 1391, *et seq.*, As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 1290, 1292, 1293, 1294.1 and 1301, 1391 and 1198. Employee also alleges that Employee and other Aggrieved Employees personally suffered these violations, and that Employee and other Aggrieved Employees are entitled to damages. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 1290, 1292, 1293, 1294.1 and 1301, 1391 and 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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Although notice is not required under Labor Code section 2699.3 to recover penalties under Labor Code section 226.8, Employee is informed and believes, and based thereon alleges that Employer willfully misclassified Employee and Aggrieved Employees as independent contractors and charged willfully misclassified independent contractors a fee, or made deductions from compensation for purposes that include, without limitation, goods, materials space, rental, services, government licenses, repairs, equipment maintenance, or fines arising from the individual's employment where these acts would have violated the law if the individual were not misclassified. As such, including the Labor Code sections described hereabove, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code section 226.8. Employee is further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

To the extent Employer previously used the notice and cure provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), Employer is not eligible to cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation conference process pursuant to section 2699.3(f).

In the event that Employer is determined to have satisfied sections 2699(g), 2699(h), or otherwise 2699(d)(1), Employer is also, in the alternative, liable for civil penalties pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

In the event that Employer is determined to have, prior to this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Employee or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions identified in this notice, Employer is still liable for civil penalties pursuant to section 2699(g)(1)-(3).

In the event that Employer is deemed to have adequately taken all reasonable steps to be in compliance with all provisions identified in this notice within 60 days of receiving this notice, Employer is still liable for civil penalties pursuant to Labor Code section 2699(h)(1)-(3).

Employee is further informed and believes that within 5 years of any of violations described above, the LWDA or a court has issued a finding or determination to the Employer that its policy or practice giving rise to such violations was unlawful, and thus Employer is further liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(i). Employer was found to have unlawfully committed some or all of the above-related Labor Code violations, and thus is subject to increased penalties, as applicable, under Labor Code sections 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is **not** eligible for reduced penalties under either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of this notice. Regardless, as the Employer's conduct giving rise to the violations detailed herein was and is malicious, fraudulent, and/or oppressive, the Employer thus is subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and 2699(h)(3), is **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying violations either prior to or after the Employer's receipt of this notice.

Pursuant to Labor Code section 2699.3, subdivisions (a)(2)(A), (c)(1)(D)-(E), and/or (c)(2)(A)-(B), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties or for injunctive relief under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

BIBIYAN LAW GROUP, P.C.

cc: ONE WORKPLACE L. FERRARI, LLC dba ONE WORKPLACE
(via U.S. Certified Mail, Return Receipt Requested)

EXHIBIT 3

BIBIYAN LAW GROUP, P.C.

1460 Westwood Blvd
Los Angeles, CA 90024
310.438.5555 T
310.300.1705 F
www.tomorrowlaw.com

September 19, 2024

PAGA NOTICE FILED ELECTRONICALLY

Re: *Amended Notice Letter of on Behalf of HELDER VIEIRA Himself and Aggrieved Employees Under California Labor section 2699.3*

Employer: ONE WORKPLACE L. FERRARI, LLC dba ONE WORKPLACE
2500 De La Cruz Blvd.
Santa Clara, CA 95050

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter "PAGA Notice"). The $75 filing fee for the PAGA Notice was paid online by credit card at the time the initial PAGA Notice was submitted online to the Department of Industrial Relations.

This Amended PAGA Notice concerns HELDER VIEIRA's ("Employee") employment with Employee's former employer: ONE WORKPLACE L. FERRARI, LLC dba ONE WORKPLACE (hereinafter, collectively, "Employer"). Employer employed Employee as a non-exempt employee, and beginning in or around approximately January of 2024, as a non-exempt employee misclassified as exempt, with duties that included, but were not limited to, monitoring inventory and providing customer service, at, without limitation, 2500 De La Cruz Blvd, Santa Clara, CA 95050, from approximately February of 2017 through to approximately March of 2024. In connection with the alleged claims for failure to comply with Labor Code sections 96, 98.6, 200, 201, 201.5, 201.7, 202, 203, 203.5, 204, 204a, 205, 205.5, 210, 212, 221, 222, 223, 222.5, 226, 226.2, 226.3, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 1102.5, 1197.5, 1198, 1198.5, 1527, 3366, 3457, and 8397.4, <u>Employee seeks to represent all employees of ONE WORKPLACE L. FERRARI, LLC dba ONE WORKPLACE, including non-exempt employees and non-exempt employee misclassified as exempt</u>, and each of them, as well as their parents, subsidiaries and affiliates. On all other claims mentioned herein, Employee seeks to represent only non-exempt employees of ONE WORKPLACE L. FERRARI, LLC dba ONE WORKPLACE. All employees that Employee seeks to represent, as detailed in this Paragraph, shall be referred to as "Aggrieved Employees". Moreover, the allegations herein shall encompass the "PAGA Period", which shall refer to three years preceding the date of this letter and continuing past the date of this Letter into perpetuity.

Employee and other Aggrieved Employees personally suffered Employer's violations of the Labor Code section 510 and applicable Wage Orders. Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of requiring its Employee and other Aggrieved Employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock, and/or go through security screenings and/or temperature checks off the clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked, for paying straight pay instead of overtime pay, for failing to pay overtime as required under Labor Code section 226.2, and by attempting but failing to properly implement an alternative workweek schedule ("AWS") (including, without limitation, by failing to implement a written agreement designating the regularly scheduled alternative workweek in which the specified number of work days and work hours are regularly recurring; failing to adopt the AWS in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the affected employees in the work unit; failing to follow the notice/disclosures procedures prior to any AWS election; and/or failing to register an AWS election with the State of California, as required by Labor Code section 511 and applicable Wage Orders) all to the detriment of Employee and other Aggrieved Employees. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 221, 222, 223, 226.2, 510, 511, 551, 552, 1194, 1198 (as it pertains to employees governed by a collective bargaining agreement ["CBA"]), 1811, 1815 and applicable Wage Orders based on its practice of providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Employee and other aggrieved employees to damages, including, without limitation, at least one hour of unpaid overtime wages each day worked by each Aggrieved Employee during the PAGA Period. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's control every day as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to undergo security checks and/or bag checks off the clock, to store and retrieve personal belongings off the clock, to attend company meetings off the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; ; failing to pay the minimum amounts required under Labor Code section 226.2; and failing to pay split shift premiums. In addition, Employee and other Aggrieved Employees were required to report to work, and did report, but were not put to work and/or were furnished less than half their usual or scheduled day's work without being paid for half the usual or scheduled work at their regular rate of pay. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 221, 222 (as it pertains to employees governed by a CBA), 223, 226.2, 1197, 1182.12, Cal. and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked, that Employee and other Aggrieved Employees personally suffered these violations, and that Employee and other Aggrieved Employees are entitled to actual and liquidated damages under, without limitation, Labor Code sections 1475, 1194, 1194.2, and 1198 to compensate them for at least one unpaid hour of work per day for each Aggrieved Employee in the PAGA Period. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other Aggrieved Employees with minimum wages for all hours worked or otherwise under Employer's control every day as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to undergo security checks and/or bag checks off the clock, to store and retrieve personal belongings off the clock, to attend company meetings off the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; and failing to pay split shift premiums. In addition, Employee and other Aggrieved Employees were required to report to work, and did report, but were not put to work and/or were furnished less than half their usual or scheduled day's work without being paid for half the usual or scheduled work at their regular rate of pay. These acts and/or omissions violated Labor Code sections 1771, 1774 and 1198, and, thus Employer would be liable for civil penalties pursuant to these sections and Labor Code section 2699, or injunctive relief under sections

2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of compelling its Employee and other Aggrieved Employees during the PAGA Period to every day work in excess of five (5) and ten (10) hours per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, each workday, without limitation: by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods; providing short meal periods, including without, limitation meal periods that were recorded for less than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer but in practice were shorter than thirty minutes due to time required to walk to and from a suitable break area, time spent having to wait in line to clock back in, having to don and doff safety gear during the meal period, having to undergo security or bag checks during the meal period, and /or having to retrieve and store personal belongings during the meal period; requiring that employees carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by law or during which employees worked. Employee and other Aggrieved Employees personally suffered these violations. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 221, 222 (as to employees governed by a CBA), 223, 512 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant meal periods, either at all or at the proper regular rate of pay. Employer would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221, 222 (for employees governed by a CBA), 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant meal periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of compelling Employee and other Aggrieved Employees every day to, including, without limitation, work over four-hour periods (or major fractions thereof) without authorizing and permitting Employee and other Aggrieved Employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties, including, without limitation: by failing to provide rest periods all together; failing to provide rest periods that were at least ten minutes in length, including rest periods that were shorter than ten minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less than ten uninterrupted minutes due to, without limitation, due to time required to walk to and from a suitable break area, time spent having to don and doff safety gear during the rest period, having to retrieve and store personal belongings during the rest period, and/or having to undergo security or bag checks during the rest period, requiring that they be bundled together and/or with meal periods; interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest periods; not providing rest periods in a timely fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest periods. Employee and other Aggrieved Employees personally suffered these violations. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated the applicable Wage Order(s) each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7 and 1198. Employer would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221, 222 (for employees governed by a CBA), 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of failing to permit Employee and other Aggrieved Employees from taking cooldown periods every day as required under California Code of Regulations, Title 8, Section 3395; rest and recovery periods as required by Labor Code section 226.2; and premium pay in lieu thereof under Labor Code section 226.7. Employee and other Aggrieved Employees personally suffered these violations. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated California Code of Regulations, Title 8, Section 3395 each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7. In addition, for the failure each day of the PAGA Period by Employer to provide rest and recovery periods under Labor Code section 226.2, each Aggrieved Employee was owed compensation at a regularly hourly rate that is no less than the higher of the amounts set forth in Labor Code section 226.2(a)(3)(A)(i) or 226.2(a)(3)(A)(ii). However, Employee is informed and believes that those premium payments under Labor Code section 226.7, and rest and recovery periods under Labor Code section 226.2(a)(3)(A) were not made for these non-compliant cooldown periods and/or rest and recovery periods, either at all or at the proper rate of pay, in violation of Labor Code sections 226.2, 226.7 and/or 1198. Employer would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221, 222 (for employees governed by a CBA), 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

In addition to the above, Employee is informed and believes, and based thereon alleges that Employer failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, time records under Labor Code section 1174, the names and addresses of all employees employed and the ages of all minors under Labor Code section 1174, subsection (c), payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by, and applicable piece rate paid to, employees employed at the respective place of employment under Labor Code section 1174, subsection (d), and a copy of the payroll record provided by the contractor under Labor Code section 1695.55, as well as the information required to be kept under Labor Code sections 2673 and/or 1776, subdivision (a), making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employer also failed to provide these documents to Employee and other Aggrieved Employees upon request in violation of these Labor Code sections, as well as Labor Code section 1198 and/or 1775, subdivision (b)(1). Employee and the Aggrieved Employees personally suffered these violations, which in turn would entitle Employee and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, 1695.55, 1198 and 2699. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Both independently and as a result of, among other things, Employer's herein-described policy or practice of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or rest periods, as described above, Employee is informed and believes, and based thereon alleges, that Employer also intentionally failed and continues to fail to furnish Aggrieved Employees, including, without limitation, Employee, with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the inclusive dates of the period for which the employee is paid; the name of the employee and only the last four digits of their social security number or an employee identification number other than a social security number; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the legal name and address of the other (and, in the case of a farm labor contractor, the name and address of the legal entity that secured the services of the employer); and other such information as required by Labor Code section 226, subdivision (a), as well as Labor Code section 226.2 to the extent it does not include for piece-rate work the information required therein including, without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-productive time and rest and recovery periods. Specifically, Employer intentionally failed to furnish employees with itemized wage statements that accurately reflect the hours worked by Employee and other Aggrieved Employees and the rates of pay at which they were or should have been paid (including due to failure to pay at the proper regular rate), thus resulting in a failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 226, 226.2, 1696.5 and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus Employee and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 226 and 226.2 for each pay period worked during the PAGA Period. However, Employee is informed and believes that those penalties under Labor Code section 226 and 226.2 were not paid for these violations of Labor Code sections 226 and 226.2. Employer would thus be liable for civil penalties pursuant to Labor Code sections 226.2, 226.3, 558, 1198, 1696.5 and 2699. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 226.2, 226.3, 558, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer also willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay compensation to Employee and other terminated or resigned employees, including but not limited to, all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time off; and all premium pay owed as set out above, including, without limitation, for failure to pay at the proper regular rate of pay, among other things. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 201, 201.5, 201.7, 202 203, 203.5 ,204a, 204.1, 204.2, 205, 205.5 and 1198 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Employee and each Aggrieved Employee personally suffered these violations and was owed penalties under Labor Code section 203 (or, as applicable, 203.5, 204a, 204.1, 204.2, 205 and/or 205.5) for each pay period worked during the PAGA Period. However, Employee is informed and believes that those penalties under Labor Code section 203 (or 203.5 and/or 204a) were not made for these violations of Labor Code sections 201, 201.5, 201.7, 202, 203, 203.5, 204b, 204.1, 204.2, 205 and/or 205.5. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer required or requires the execution of a release of claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, including, without limitation, as a condition of being paid, to execute a statement of the hours worked during a pay period in which Employer knew to be false. As such, Employee is informed and believes, and based thereon alleges that Employer violated Labor Code sections 206.5 and 1198, and that Employee and other Aggrieved Employees have personally suffered these violations. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer has or had a policy or practice of unlawfully deducting wages from Employee and other Aggrieved Employees, by issuing in payment of wages due, or to become due, or as an advance on wages to be earned: (1) an order, check, draft, note, memorandum, gift card, or other acknowledgement of indebtedness, (unless it was negotiable and payable in cash, on demand, without discount, at some established place of business in the state), the name and address of which must but did not appear on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must be but was not at least 30 days, the maker or drawer did not have sufficient funds in, or credit, arrangement, or understanding with the drawee for its payment; and/or (2) any scrip, coupon cards, or other thing redeemable, in merchandise or purporting to be payable or redeemable otherwise than in money. Employee is further informed and believes, and based thereon alleges, that such wages were not compensated at the "regular rate" of compensation as provided under Labor Code sections 226.7 and 510, subsection (a), thus violating those Labor Code sections, as well as Labor Code section 1198. In addition, Employee is informed and believes that Employer, by these deductions and/or otherwise, have caused wages earned by Employee and Aggrieved Employees to be charged back or kicked back to Employer. Consequently, Employee is informed and believes, and based thereon alleges, that Employee and other Aggrieved Employees have personally suffered violations under these sections and are entitled to relief under, without limitation, Labor Code sections 212, 221, 222 (as it pertains to employees governed by a CBA), 223, 226.7, 246, 510 subsection (a), 1194, and 1197. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is further informed and believes, and based thereon alleges that Employer failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and other Aggrieved Employees with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employer, the name of the employer, including any "doing business as" names used, the name, address and telephone number of the workers' compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employer under Labor Code section 2810.5. Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employer to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employee is additionally informed and believes that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Employee is informed and believes that Employer violated Labor Code sections 1198 and 2810.5. Employee and other Aggrieved Employees personally suffered these violations.

Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Among other relief, employees may collect from Employer in connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer also failed and refused, and continues to fail and refuse, to reimburse employees, including, without limitation, Employee and other Aggrieved Employees, with their costs incurred for driving personal vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits, separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for the purchase and maintenance of cellular phones and cellular phone plans, for pre-employment medical, physical or drivers' exams taken as a condition of employment, or for compelling or coercing Employee and Aggrieved Employees, including applicants, to patronize in the purchase of a value or things, including, without limitation, the Employer's product(s) and/or service(s), in direct consequence of the discharge of their duties, or of their obedience to the directions of Employer, as required by Labor Code sections 222.5, 231, 450, 1198, 2800, 2802, and other statutory and common law offenses. As a result, Employee and other Aggrieved Employees have personally suffered these violations and Employer are liable to reimburse Employee and other Aggrieved Employees for these costs incurred in furtherance of work duties. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. In addition, Employer would be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to reimburse deposits made, including uniform deposits together with all interest owed at the separation of employment in violation of Labor Code sections 404 and 1198, that Employee and other Aggrieved Employees personally suffered these violations, and that Employee and other Aggrieved Employees are entitled to damages in the amount of the deposit and accrued interest. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties under Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to provide Employee and other aggrieved employees with all rights afforded to them under the Healthy Workplace Heathy Families Act of 2014, codified at Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required to be provided pursuant to California and local laws. Employee is further informed and believes that the sick pay was not provided at the proper regular of pay as required under California law due to failure to properly calculate the regular rate. Employee is further informed and believes that Employer also did not permit its use upon request by Employee and other Aggrieved Employees as contemplated under California and local laws, including, without limitation, under Labor Code section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner without retaliation. Employee is additionally informed and believes that the notice requirement of Labor Code section 221, 222 (as it pertains to employees governed by a CBA), 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace injury reporting. Employee is thus informed and believes that Employer violated these Labor Code sections, as well as Labor Code section 1198. As such, Employee and other Aggrieved Employees have personally suffered violations under these sections and Employer would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay Employee and other Aggrieved Employees their paid time off and vacation time owed upon separation of employment as wages at their final rate of pay in violation of Labor Code sections 221, 222 (as it pertains to employees governed by a CBA), 223, 227.3 and applicable Wage Orders. Employee is thus informed and believes that Employer violated these Labor Code sections, as well as Labor Code section 1198. As such, Employee and other Aggrieved Employees have personally suffered these violations and Employer would be liable for civil penalties for violation of Labor Code section 227.3 under Labor Code section 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month." Employee is informed and believes and based thereon alleges that Employer did not and do not pay Employee and other Aggrieved Employees every day and every workweek in accordance with Labor Code sections 204 and 1198. As such, Employee is informed and believes, and based thereon alleges that Employer violated Labor Code section 204 and that Employee and other Aggrieved Employees have personally suffered these violations. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would be liable for civil penalties pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and

2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy of failing to provide all temporary workers, including without limitation, Employee, with owed wages weekly by not later than the regular payday of the following week. Employee is informed and believes that this has resulted in a violation of Labor Code sections 201.3 and 1198. As a result, pursuant to Labor Code section 201.3, Employee and other Aggrieved Employees have personally suffered violations thereto and Employer would be liable for civil penalties pursuant to Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer has or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for Employee and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Employee and/or Aggrieved Employees on account of a gratuity, or required Employee and/or Aggrieved Employees to credit the amount (or a part thereof) of a gratuity against and as part of the wages due to the Employee and/or Aggrieved Employees from the Employer. In addition, Employee is informed and believes, and based thereon alleges, that Employer permits and/or permitted patrons to pay gratuities by credit card but failed to pay Employee and/or Aggrieved Employees the full amount of the gratuity that the patron indicated on the credit card slip, without any deductions, for any credit card payment processing fees that may be charged to the employer by the credit card company by not later than the regular payday following the date the patron authorized the credit card. In addition, Employer failed to keep accurate records of all gratuities received by Employer and made those open to inspection at all reasonable hours. Employee is informed and believes that this has resulted in a violation of Labor Code sections 351, 353, 1198. As a result, pursuant to Labor Code sections 351 and 353, Employee and other Aggrieved Employees have personally suffered violations thereto and Employer would be liable for civil penalties pursuant to Labor Code sections 351, 353, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to provide all working employees, including without limitation Employee, with suitable seats when the nature of the work reasonably permits the use of seats. Employee is further informed and believes, and based thereon alleges that Employer has failed to place an adequate number of seats in reasonable proximity to the work area and/or permitted Employee and other Aggrieved Employees to use such seats when it does not interfere with the performance of their duties when employees are not engaged in the active duties of their employment and the nature of their work requires standing. Employee and other aggrieved employees have personally suffered these violations. Employee is informed and believes that this has resulted in a violation of Labor Code section 1198. As a result, Employee and other Aggrieved Employees have personally suffered violations thereto and Employer would be liable for civil penalties under Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and other Aggrieved Employees from using or disclosing the skills, knowledge and experience they obtained at Employer for purposes of competing with Employer, including, without limitation, preventing Employee and Aggrieved Employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employer and under what circumstances that they might be receptive to an offer from a rival employer. As such, Employee is informed and believes that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5, subdivision (k), and 1198, and that Employee and other Aggrieved Employees have personally suffered these violations. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and other Aggrieved Employees from disclosing violations of state and federal law, either within Employer to their managers or outside of Employer to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. Employee and other Aggrieved Employees personally suffered these violations. In addition, Employee is informed and believes that these policies and/or practices prevent Employee and other Aggrieved Employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code sections 232, 232.5 and 1198. Employee and other Aggrieved Employees personally suffered these violations of the Labor Code, and as such, these violations would expose Employer to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and other Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Employee and other

Aggrieved Employees personally suffered these violations. Employee is informed and believes that this lawful conduct includes, without limitation, the exercise of Employee and other Aggrieved Employee's constitutional rights of freedom of speech and economic liberty and would thus expose Employer to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer had and has made, adopted, and/or enforced rules, regulations and/or policies that tend to forbid or prevent Aggrieved Employees, including Employee, from engaging or participating in politics and/or from becoming a candidate for public office. Moreover, Employee is informed and believes, and based thereon alleges that Employer coerced, influenced and/or attempted to coerce and/or influence Employee and other Aggrieved Employees, through or by means of threat of discharge and/or loss of employment, to adopt or follow or refrain from adopting or following a particular course or line of political action and/or political activity. Employee is informed and believes, and based thereon alleges that in doing so, Employer has violated, without limitation, Labor Code sections 1101, 1102, 1102.5 and 1198. Employee and other Aggrieved Employees personally suffered these violations and are thus informed and believe that Employer is exposed to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer, including its agents, managers, superintendents, and/or officers, required Employee and/or Aggrieved Employees to agree, in writing, to terms and conditions known by Employer (and its agents, managers, superintendents and/or officers) to be prohibited by law, including, without limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements, purported confidentiality agreements, purported severance agreements, or purported release agreements, and other written documents presented for signature and/or assent to Employee and/or Aggrieved Employees by Employer. And, even more specifically, Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of requiring Employee and other Aggrieved Employees to agree in writing to confidentiality policies that unlawfully restrain trade by prohibiting employees from speaking with prospective employers about their work with Employer, including but not limited to their wages and working conditions. Employer also required Employee and Aggrieved Employees to inform prospective employers of Employer's restrictions of Employee's and Aggrieved Employees' freedom to work. As a result, Employee is informed and believes that Employer violated Labor Code sections 432.5, 1700.31 and 1198. As such, Employee is informed and believes, and based thereon alleges, that Employee and other Aggrieved Employees personally suffered these violations, and that Employer violated, without limitation, Labor Code section 432.5 and Government Code section 12952, entitling Employee and other Aggrieved Employees to damages. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.5, 1198, 1700.31 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of conducting unlawful background checks on prospective and current employees, including without limitation Employee, prior to making a conditional offer. Employee is informed and believes, and based thereon alleges, that Employer violated applicable laws by, without limitation: requiring job applicants and employees to disclose their conviction history before Employer made a conditional offer of employment; inquiring into or considering the conviction history of applicants before Employer made any conditional offers of employment; considering, distributing, or disseminating information about arrests not followed by conviction, referrals to or participation in a pretrial or posttrial diversion program, convictions that have been sealed, dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the convicted person has received a full pardon or has been issued a certificate of rehabilitation, while conducting conviction history background checks in connection with any applications for employment; intending to deny an applicant a position of employment solely or in part because of the applicant's conviction history; and asking applicants for employment to disclose, through any written form or verbally, information concerning or related to an arrest, detention, processing, diversion, supervision, adjudication, or court disposition that occurred while the person was subject to the process and jurisdiction of the juvenile court, to the detriment of Employee and other aggrieved employees. As such, Employee is informed and believes, and based thereon alleges, that Employee and other Aggrieved Employees personally suffered these violations, as well as violation of Labor Code section 1198, and that Employer violated, without limitation, Labor Code sections 432.7 and 1198, as well as Government Code section 12952, entitling Employee and other Aggrieved Employees to damages. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of relying on the salary history information of an applicant for employment as a factor in determining whether to offer employment to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by including, on Employer's application for employment, an inquiry regarding current and/or former salary history information, including, without limitation, compensation and benefits of the applicant for employment. Employee is informed and believes that this practice has resulted in unequal pay. Specifically, for this reason, as well as for other reasons, Employee is informed and believes, and based thereon alleges, that Employer has failed to pay its employees at wage rates less than those paid to employees of the opposite sex and/or another race or ethnicity for substantially similar work, when viewed as a composite of skill, effort, and responsibility, and/or performed under similar working conditions without sufficient legal rationale. Finally, Employee is informed and believes, and based thereon alleges that Employer has discharged and/or discriminated and/or retaliated against Employee and Aggrieved Employees by reason of an action taken by them to invoke or assist in the enforcement of Labor Code section 1197.5. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 432.3, 1102.5, 1197.5, and 1198. Employee also alleges that Employee and other Aggrieved Employees personally suffered these violations, and that Employee and other Aggrieved Employees are entitled to damages. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

Employee is informed and believes, and based thereon alleges that Employer and others in connection with the Employer (including, without limitation, the owner of the property, controller, and others in concert with the Employer) employed, permitted and/or suffered to work minors under the age of sixteen (16) years in connection with a manufacturing establishment or other place of employment; in adjusting belts to machinery, sewing or lacing machine belts in a workshop or factory, and/or oiling, wiping, cleaning machinery and/or assisting therewith; in operating or assisting in operating machines, including circular or band saws, wood shapers, wood-jointers, planers, sandpaper machinery, wood-polishing machinery, wood turning or boring machinery, picker machines, machines used in picking wool, cotton, hair or other material, carding machines, leather-burnishing machines, laundry machines, printing-presses, boring or drill presses, stamping machines used in sheet-metal and tinware, in paper and leather manufacturing, in washer and nut factories, metal or paper-cutting machines, paper-lace machines, corner-staying machines in paper-box factories, corrugating rolls, dough brakes, cracker machinery, wire or iron straightening or drawing machinery, rolling mill machinery, power punches or shears, washing, grinding or mixing machinery, calendar rolls in paper and rubber manufacturing, steam boilers, and others, even in or out of proximity to hazardous or unguarded belts, machinery or gearing; and in occupations declared hazardous as set forth in Labor Code section 1293.1; all in violation of Labor Code sections 1290, 1292, 1293, 1294.1 and 1301. In addition, Employee is informed and believes, and based thereon alleges that Aggrieved Employees are covered by Labor Code section 1391, Educational Code 49112 and Educational Code 49116. Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of requiring its employees, who are fifteen (15) years old or younger to work for more than eight (8) hours in one day of twenty-four (24) hours, and/or more than forty (40) hours in one week, and/or before 7:00 a.m. or after 7:00 p.m. Employee is further informed and believes, and based thereon alleges, that Employer had and has a policy or practice of, among other things, requiring its employees, who are fourteen (14) or (15) years old to work, while school is in session, for more than three hours in any schoolday and/or more than eighteen (18) hours in any week. Employee is further informed and believes, and based thereon alleges, that Employer had and has a policy or practice of, among other things, requiring its employees, who are sixteen (16) or seventeen (17) years old, to work for more than eight (8) hours in one day, and/or more than 48 hours in one week, and/or before 5 a.m., and/or after 10 p.m. on any day preceding a schoolday, and/or to work more than four (4) hours on a schoolday. Accordingly, for violations of Labor Code section 1391, *et seq.*, As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 1290, 1292, 1293, 1294.1 and 1301, 1391 and 1198. Employee also alleges that Employee and other Aggrieved Employees personally suffered these violations, and that Employee and other Aggrieved Employees are entitled to damages. Employee further informed and believes, and based thereon alleges, that Employer's conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Employer would also be liable for civil penalties pursuant to Labor Code sections 1290, 1292, 1293, 1294.1 and 1301, 1391 and 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

To the extent Employer previously used the notice and cure provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), Employer is not eligible to cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation conference process pursuant to section 2699.3(f).

In the event that Employer is determined to have satisfied sections 2699(g), 2699(h), or otherwise 2699(d)(1), Employer is also, in the alternative, liable for civil penalties pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

In the event that Employer is determined to have, prior to this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Employee or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions identified in this notice, Employer is still liable for civil penalties pursuant to section 2699(g)(1)-(3).

In the event that Employer is deemed to have adequately taken all reasonable steps to be in compliance with all provisions identified in this notice within 60 days of receiving this notice, Employer is still liable for civil penalties pursuant to Labor Code section 2699(h)(1)-(3).

Employee is further informed and believes that within 5 years of any of violations described above, the LWDA or a court has issued a finding or determination to the Employer that its policy or practice giving rise to such violations was unlawful, and thus Employer is further liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(i). Employer was found to have unlawfully committed some or all of the above-related Labor Code violations, and thus is subject to increased penalties, as applicable, under Labor Code sections 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is **not** eligible for reduced penalties under either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of this notice. Regardless, as the Employer's conduct giving rise to the violations detailed herein was and is malicious, fraudulent, and/or oppressive, the Employer thus is subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and 2699(h)(3), is **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying violations either prior to or after the Employer's receipt of this notice.

Pursuant to Labor Code section 2699.3, subdivisions (a)(2)(A), (c)(1)(D)-(E), and/or (c)(2)(A)-(B), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties or for injunctive relief under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

BIBIYAN LAW GROUP, P.C.

cc: ONE WORKPLACE L. FERRARI, LLC dba ONE WORKPLACE
(via U.S. Certified Mail, Return Receipt Requested)