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Attorneys for Plaintiffs

[ADDITIONAL COUNSEL ON NEXT PAGE]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO, HALL OF JUSTICE

LUIS CORTEZ, ANTONIO RODRIGUEZ, and WILLIAM MILLER as individuals and on behalf of all others similarly situated,

Plaintiffs,

v.

EXTREME TRANSPORTATION, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 37-2024-00012130-CU-OE-CTL

[Assigned for All Purposes to the Honorable Evan P. Kirvin; Dept. C-69]

DECLARATION OF TUVIA KOROBKIN IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Date: November 13, 2026
Time: 9:00 a.m.

Complaint Filed: March 12, 2024
Trial Date: None Set

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Attorneys for Plaintiffs

I, TUVIA KOROBKIN, declare as follows:

1. I am an attorney at Marquee Law Group, A Professional Corporation, attorneys of record (along with our co-counsel) for Plaintiffs Luis Cortez, Antonio Rodriguez, and William Miller ("Plaintiffs") and the proposed Settlement Class in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I am a 2009 graduate of the UCLA School of Law. I was admitted to the California State Bar in December 2009 after passing the bar exam on my first attempt. Since that time, I have practiced almost exclusively in the area of employment litigation. From May 2010 to May 2014, I worked as an associate at the employment law firm of Eisenberg & Associates in Los Angeles. From May 2014 to January 2016, I worked as an associate at the employment law firm of Setareh Law Group in Beverly Hills. The vast majority of my work at both Eisenberg & Associates and Setareh Law Group focused on representing employees in wage and hour and wrongful termination actions, including wage and hour class actions. At Eisenberg & Associates, my work focused primarily on individual actions, whereas at Setareh Law Group my work focused primarily on wage and hour class actions. Although non-exhaustive, the types of work I performed at those firms included: conducting client intakes; performing pre-filing research and analysis; drafting complaints; attending court hearings; corresponding with opposing counsel; drafting and responding to written discovery; taking and defending depositions; analyzing payroll and timekeeping records and employee handbooks; drafting and opposing a variety of motions including motions for summary judgment, motions for remand, demurrers and motions to dismiss, motions to compel, motions to quash, and motions for class certification; drafting mediation briefs and attending mediations; drafting long-form settlement agreements; drafting motions for preliminary and final settlement approval; and overseeing the claims and/or opt-out processes. I also drafted appellate briefs for the California Court of Appeal and the Ninth Circuit Court of Appeals, and argued before the California Court of Appeal, all in connection with employment matters.

3. In February 2016 I joined Haines Law Group, APC (HLG) in El Segundo, California, as an associate attorney. In December 2019 I was promoted to Partner, a position I held until I resigned from HLG in July 2022. While at HLG, I performed many of the same duties identified in the preceding paragraph, and I also managed junior and mid-level associates. During my tenure with HLG I handled over 100 wage and hour class actions and Private Attorneys General Act ("PAGA") actions, resulting in more than $100 million in total settlements on behalf of California workers.

4. In July 2022 I joined Abramson Labor Group (ALG) as Senior Counsel in the firm's Class Action Department, where I grew the Class Action Department to approximately 80 active wage and hour class and PAGA actions throughout California. In addition to managing the caseload and day-to-day operations of the Class Action Department, I supervised associate attorneys and performed many of the same duties described in the two prior paragraphs.

5. In March 2024 I joined Marquee Law Group as Senior Counsel and Chair of the Class Action Department. I currently manage and play an active role in approximately 60 active wage and hour class actions and PAGA actions throughout California, and perform many of the same job duties as I performed in my prior roles, in addition to supervising other attorneys' work on those cases.

6. The following is a non-exhaustive list of wage and hour class action settlements in which I was appointed as class counsel and that have received final approval: *Bellinghausen v. Tractor Supply Company,* Case No. 3:13-cv-02377-JSC, U.S. District Court, Northern District of California, Judge Jacqueline Scott Corley presiding (granted final approval of settlement on behalf of retail employees involving claims for failure to provide meal and rest periods, failure to pay overtime, and other claims); *Montgomery v. Del Monte Corp.,* et al, Case No. 13C0204, Kings County Superior Court, Judge James LaPorte presiding (granted final approval of settlement on behalf of manufacturing employees involving claims for failure to provide meal and rest periods, failure to pay overtime, and other claims); *Tesla Motors Wage and Hour Litigation,* JCCP 4792, Santa Clara County Superior Court, Judge Peter H. Kirwan presiding (granted final approval of settlement on behalf of automotive factory workers involving claims for failure to pay overtime,

failure to provide meal and rest periods, and other claims); *Nable v. TransFirst, LLC*, Case No. 8:15-cv-00891-DOC-JCG, U.S. District Court, Central District of California, District Judge David O. Carter presiding (granted final approval of settlement of hybrid nationwide FLSA/California Rule 23 class action involving claims for failure to pay overtime, failure to provide meal periods, off-the-clock work, and other claims); *Kostyuk, et al v. Golden State Overnight Delivery Service, Inc*., Case No. RG14727191, Alameda County Superior Court, Honorable Winifred Y. Smith presiding (granted final approval of settlement on behalf of courier drivers involving claims for failure to provide meal periods, failure to pay wages, and other claims); *Leverage, et al v. Traeger Pellet Grills, LLC*, *et al*, Case No. 4: 16-cv-00784-KAW, U.S. District Court for the Northern District of California, Judge Kandis A. Westmore presiding (granted final approval of settlement on behalf of grill demonstrators involving claims for independent contractor misclassification, unpaid minimum wages, unpaid overtime, failure to provide meal periods, failure to authorize and permit rest periods, unlawful deductions from wages, and other claims); *Rendon v. AEP Industries, Inc*, Case No. CIVDS1621981, San Bernardino County Superior Court, Judge David S. Cohn presiding (granted final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Orozco v. CashCall, Inc*., Case No. 30-2017-00902026-CU-OE-CXC, Orange County Superior Court, Judge Glenda Sanders presiding (granted final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Barrios v. Providence Hospitality Partners, LLC,* Case No. 56-2016-00484750-CU-OT-VTA, Ventura County Superior Court, Judge Vincent J. O'Neill presiding (granted final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Rojas v. Shultz Steel Company*, Case No. BC635967, Los Angeles County Superior Court, Judge Kenneth R. Freeman presiding (granted final approval of settlement on behalf of non-exempt employees involving claims for unpaid wages and overtime wages, meal and rest periods, and other claims); *Gooding v. Vita-Mix Corp., et al*, Case No. 2:16-cv-03898-ODW, U.S. District Court for the Central District of California, Judge Otis D. Wright presiding

(granted final approval of settlement on behalf of blender demonstrators involving claims for independent contractor misclassification, unpaid wages, failure to provide meal and rest periods, and other claims); *Salas v. Alsco, Inc. dba Steiner Corporation, et al*, Case No. 34-2019-00266950-CU-OE-GDS, Sacramento County Superior Court, Judge Christopher E. Kreuger presiding (granted final approval of settlement on behalf of linen distribution employees involving claims for failure to pay wages, meal and rest period violations, and other claims).

7. I have also moved to certify and have received an order certifying a class action in multiple cases, including *Ontiveros v. Safelite Fulfillment, Inc.,* Case No. CV 15-7118-DMG (RAOx), U.S. District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six classes of employees for claims including rest period violations, wage statement violations, meal period violations, and overtime and double-time violations); *Caudle, et al. v. Sprint/United Management Company, et al.* Case No. C 17-06874-WHA, U.S. District Court, Northern District of California, Honorable William H. Alsup presiding (certifying three classes of employees for unlawful wage deduction violations, wage statement violations, and waiting time violations); and *Perez, et al v. Sunbelt Rentals*, Case No. 37-2018-00026405-CU-OE-CTL, San Diego County Superior Court, Hon. Eddie C. Sturgeon (certifying wage statement class).

8. In 2018, 2019, 2020, 2021, 2022, 2023, 2024, and 2025, Thomson Reuters recognized me as a "Rising Star" in Southern California in the area of employment law in the annual Super Lawyers magazine. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each year. In 2026, I was recognized by the same publication as a "Super Lawyer" in the field of employment litigation.

9. F. Shawn Azizollahi is a founding partner at Marquee Law Group. Mr. Azizollahi has gained extensive experience representing both companies and individuals in transactional and litigation matters, including employment matters, over the course of his career. For the last several years, Mr. Azizollahi's litigation practice has focused on representing plaintiffs in employment matters. Mr. Azizollahi has litigated and/or managed hundreds of employment cases, including a number of class actions. His active participation in this matter was integral in reaching the favorable settlement outcome on behalf of the Settlement Class.

10. Nancy Goodes is a 2022 graduate of the USC Gould School of Law and was admitted to the California State Bar in the same year. Before joining Marquee Law Group, Ms. Goodes worked as an associate at Lawyers for Justice, where she represented employees in California wage and hour class actions. Ms. Goodes has been with Marquee Law Group since July 2023, where she continues to work exclusively representing plaintiffs in employment matters, including wage and hour claims on both an individual and class action basis. During her tenure with Marquee Law Group, Ms. Goodes has worked on over 100 different California employment matters, including many class actions.

11. Plaintiff William Miller, through my office, filed a complaint against Defendant Extreme Transportation, Inc. ("Defendant") in San Bernardino Superior Court on November 13, 2024, alleging various wage and hour claims against Defendant on a class action basis. On the same date, my office submitted a PAGA notice letter to the Labor & Workforce Development Agency ("LWDA") and to Defendant, detailing Mr. Miller's claims and his intent to bring a PAGA action. On December 30, 2024, my office submitted a supplemental PAGA notice on Plaintiff Miller's behalf. Attached hereto as **Exhibit 1** is a true and correct copy of the supplemental PAGA notice, which includes a copy of the original PAGA notice. On January 21, 2025, Plaintiff Miller filed a First Amended Complaint adding a claim for PAGA civil penalties.

12. As part of the Settlement in this case, Plaintiff Miller agreed to consolidate his claims with the claims of the other named Plaintiffs, through the filing of a Second Amended Complaint in this action. The Second Amended Complaint was filed in May 2026.

13. As counsel for Plaintiffs and the Settlement Class, I have been intimately involved in this case since Mr. Miller first contacted my law firm in late October 2024. Based on my extensive experience litigating similar wage and hour class actions, I believe the proposed Settlement is fair, reasonable and adequate for the Settlement Class. Indeed, in my experience the proposed Settlement is an exceptional result. Both the average payments to Settlement Class members (over $6,400) as well as the gross per-workweek value of the Settlement (approximately $158.33) are much higher than typical wage and hour class action settlements in California.

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14. As described in my co-counsel's declaration, the Parties engaged in extensive informal discovery in this case in connection with mediation. The Parties attended two full-day mediations with Daniel J. Turner, Esq., an experienced wage and hour class action mediator, during which they vigorously debated Plaintiffs' claims and Defendant's defenses, and the chances of certification. The Settlement was only reached after Mr. Turner made a mediator's proposal following these mediations, as well as additional negotiations surrounding the details of the Settlement.

15. My office has incurred substantial attorney fees in conducting pre-filing investigation, analyzing potential claims, conducting legal research and analysis, assisting in reviewing the extensive informal discovery produced by Defendant, assisting in preparing Plaintiffs' mediation brief, preparing for and attending both full-day mediations, negotiating and preparing the long-form Settlement Agreement, assisting in preparing the Motion for Preliminary Approval and supporting documents, and otherwise litigating this matter. I anticipate that my office will incur additional attorney fees in assisting in overseeing the Notice process, fielding inquiries from Settlement Class members, and assisting in drafting the Final Approval documents.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on August 5, 2026 at Beverly Hills, California.



Tuvia Korobkin

EXHIBIT 1

MARQUEE LAW GROUP
A PROFESSIONAL CORPORATION

9100 Wilshire Boulevard
Suite 445 East Tower
Beverly Hills, CA 90212
T: (310) 275-1844
F: (310) 275-1801

December 30, 2024

VIA LWDA WEBSITE
Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

VIA CERTIFIED MAIL
Extreme Transportation, Inc.
c/o Yu Kwak, Agent
3131 Camino Del Rio N., Suite 1150
San Diego, CA 92108

Re: *William Miller v. Extreme Transportation, Inc., et al*

To Whom It May Concern:

This letter supplements the PAGA notice letter submitted by William Miller ("Mr. Miller") on November 13, 2024 ("Original PAGA Notice"). The Original PAGA Notice is attached hereto as **Exhibit A**, and is incorporated herein by reference.

For purposes of this letter, "aggrieved employees" are all current and former non-exempt employees of Extreme Transportation, Inc. and Does 1 through 100 (collectively, "Extreme Transport") who have worked for Extreme Transport in California at any time from one year immediately preceding the date of the Original PAGA Notice through the date that judgment is entered in Mr. Miller's contemplated PAGA action or any alternative date agreed upon by the parties and/or approved by the court.

In addition to the violations described in the Original PAGA Notice, Extreme Transport failed to pay all wages to Mr. Miller and other formerly employed aggrieved employees at the separation of their employment. This violation is due to Extreme Transport's failure to pay all minimum wages, as well as its failure to pay meal and rest period premium wages, as described in the Original PAGA Notice. Mr. Miller's employment with Extreme Transport ended on or about December 23, 2024.

As described above, Extreme Transport committed, and continues to commit, the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 9 ("Wage Order 9"), in addition to those alleged in the Original PAGA Notice:

Failure to Pay All Wages Owed at Termination

As alleged herein, Extreme Transport has failed to pay Mr. Miller and other aggrieved former employees all wages owed to them at the time of termination of employment, including but not limited to all minimum wages, and meal and rest period premium wages owed. This violates Labor Code §§ 201-202, which require prompt payment of all wages due at the end of employment when an employee is terminated or quits.

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Mr. Miller is informed and believes, and based thereon alleges, that the violations alleged herein are continuing to the present and are ongoing. As an "aggrieved employee," Mr. Miller will initiate a civil action on behalf of himself, the State of California, and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein, in addition to those described in the Original PAGA Notice. Based on Mr. Miller's own investigation, and on information and belief, Extreme Transport has committed the following Labor Code violations, in addition to those alleged in the Original PAGA Notice:

a. Extreme Transport has violated Labor Code §§ 201-203 by failing to pay all wages owed to Mr. Miller and other aggrieved former employees at their separation of employment.

Pursuant to Labor Code section 2699.3, please notify our office and Extreme Transport if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Sincerely,



Tuvia Korobkin
MARQUEE LAW GROUP, APC
tuvia@marqueelaw.com

EXHIBIT A

MARQUEE LAW GROUP
A PROFESSIONAL CORPORATION

9100 Wilshire Boulevard
Suite 445 East Tower
Beverly Hills, CA 90212
T: (310) 275-1844
F: (310) 275-1801

November 13, 2024

VIA LWDA WEBSITE
Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

VIA CERTIFIED MAIL
Extreme Transportation, Inc.
c/o Yu Kwak, Agent
3131 Camino Del Rio N., Suite 1150
San Diego, CA 92108

Re: *William Miller v. Extreme Transportation, Inc., et al*

To Whom It May Concern:

Please be advised that this law firm represents William Miller in claims arising from his employment with Extreme Transportation, Inc. and Does 1 through 100 (collectively, "Extreme Transport"). Mr. Miller is an "aggrieved employee" as defined by Labor Code section 2698, *et seq*., due to Extreme Transport's violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, "aggrieved employees" are all current and former truck drivers and all other non-exempt employees of Extreme Transport who have worked for Extreme Transport in California at any time from one year immediately preceding the date of this letter through the date that judgment is entered in Mr. Miller's contemplated PAGA action or any alternative date agreed upon by the parties and/or approved by the court.

Mr. Miller has worked for Extreme Transport as a non-exempt truck driver from in or about February 2024 through the present.

During Mr. Miller's employment with Extreme Transport, Extreme Transport has paid Mr. Miller and many other drivers on a flat-rate and/or piece rate basis, paid per each load that they pick up from Extreme Transport's various yards in Southern California (including in Port Hueneme, San Bernardino, and Mira Loma) and deliver to their destinations. Mr. Miller's and other drivers' workweeks are generally comprised of delivery routes that they are assigned by Extreme Transport. For example, Mr. Miller typically receives notification of a delivery route he is assigned through the phone application Magnus.

Mr. Miller and other drivers are required to perform tasks for Extreme Transport besides delivering loads, for which they are not compensated. For example, Mr. Miller and other drivers are required to perform pre- and post-trip inspections, and to keep their trucks clean and otherwise maintain their trucks so that they are in good working condition, including by getting oil changes, government inspections, replacing tires, and getting the truck washed. The trucks that Mr. Miller and other drivers operate are large trucks (including auto transport trucks), and therefore, each of these activities takes multiple hours to complete. Mr. Miller and other drivers do not receive compensation from Extreme Transport for this "nonproductive time," i.e., time spent working that is not directly related to the activity being compensated on a piece-rate basis (i.e., picking up and delivering specified loads). For example, Mr. Miller recently spent approximately five and a half hours having a government inspection done and getting an oil change for his assigned truck. However, Mr. Miller did not receive any compensation for this nonproductive time.

Despite requiring Mr. Miller and other employees to perform nonproductive tasks such as the examples set forth above, Extreme Transport has failed to pay Mr. Miller and other employees separately for performing these tasks as required by Labor Code section 226.2. As a result of the failure to pay for nonproductive time, Extreme Transport has failed to pay all wages due to Mr. Miller and other employees, including minimum wages.

Extreme Transport has also failed to authorize and permit compliant rest periods to Mr. Miller and other aggrieved employees. Specifically, Extreme Transport has failed to provide Mr. Miller and other flat-rate/piece rate employees with separately paid rest periods as required. (*See Bluford v. Safeway Stores, Inc.* (2013) 216 Cal.App.4th 864 (holding that drivers compensated on a piece rate basis must be separately compensated for rest periods). Despite failing to authorize and permit legally compliant paid rest periods to Mr. Miller and other aggrieved employees, Extreme Transport has failed to pay the rest period premiums required by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Extreme Transport has maintained no payroll code or other mechanism for paying rest period premiums when it failed to authorize and permit a legally compliant rest period. This failure to separately compensate rest periods has also resulted in a failure to pay all minimum wages due.

Extreme Transport has also failed to provide aggrieved employees, including Mr. Miller, with thirty-minute meal periods before the end of their fifth hour of work. In fact, Extreme Transport instructed Mr. Miller and other aggrieved employees that a thirty-minute meal period should be taken at some time before the end of their <u>eighth</u> hour of work. Indeed, it was often impracticable to take a 30-minute meal period before the end of the fifth hour of work, and Extreme Transport did not provide the opportunity to take timely meal periods since, as noted above, Extreme Transport's policy was only to provide a meal period at some point during the first eight hours.

In addition to failing to provide timely meal periods, Extreme Transport also failed to provide aggrieved employees, including Mr. Miller, with uninterrupted, off-duty thirty-minute meal periods. Mr. Miller and other aggrieved employees were encouraged to perform work duties while taking their thirty-minute meal periods. For example, Extreme Transport instructed Mr. Miller that his meal periods could be taken while he was fueling or unloading his truck.

Despite failing to provide Mr. Miller and other non-exempt employees with legally compliant meal periods, Extreme Transport has failed to pay the meal period premiums required by Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time period, Extreme Transport has maintained no payroll code or other mechanism for paying meal period premiums when it failed to provide a legally compliant meal period.

Extreme Transport has failed to issue complaint wage statements to Mr. Miller and other aggrieved employees. Extreme Transport is required under Labor Code § 226 to provide information on each wage statement including, but not limited to, the total hours worked by the employee, the number of piece-rate units earned and any applicable piece rate, and gross and net wages earned. However, Extreme Transport has failed to comply with such obligations. Mr. Miller's wage statements generally show only a single line item for the total amount Mr. Miller is paid in the pay period, stated cumulatively as just one hour/unit, without specifying the actual hours worked. Nor do Mr. Miller's wage statements identify the number of piece-rate units earned by Mr. Miller and the applicable piece rate(s), as required under Labor Code § 226(a)(3). Moreover, Mr. Miller's and other aggrieved employees' wage statements have been inaccurate, as they have failed to include nonproductive hours worked and wages earned for rest periods as described above, as required by Labor Code § 226.2(a)(2).

Extreme Transport's failure to pay all owed minimum wages, as well as failure to pay meal and rest period premium wages, has further resulted in Extreme Transport's maintaining inaccurate payroll records and issuing inaccurate wage statements to Mr. Miller and other aggrieved employees.

Extreme Transport has also failed to reimburse Mr. Miller and other aggrieved employees for all business expenses incurred in the course of their employment. Specifically, Extreme Transport has required Mr. Miller and other aggrieved employees to use their personal cell phones for work purposes. For example, Mr. Miller was required to download multiple apps that he and other aggrieved employees used for various work-related purposes, including the aforementioned Magnus app, as well as Samsara, which was used for e-logs, in which Mr. Miller tracked information such as his start and stop times and his pre- and post-inspections of the vehicle. Mr. Miller and other aggrieved employees were also required to download other apps onto their personal cell phones, including Super Dispatch, RPM Drive, and the Tesla app, which were also used in connection with work. Extreme Transport also required Mr. Miller and other aggrieved employees to communicate using their personal cell phones, and otherwise to use their personal cell phones for work purposes. Despite requiring Mr. Miller and other aggrieved employees to use their personal cell phones for work, Extreme Transport has failed to reimburse them for any portion of their personal cell phone bill, as required under California law, including but not limited to Labor Code § 2802 and *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137.

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As described above, Extreme Transport committed, and continues to commit, the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 9 ("Wage Order 9"):

Minimum Wage Violations

Extreme Transport is required to compensate employees, including Mr. Miller and other aggrieved employees, with at least the minimum wage for all hours worked pursuant to Labor Code §§ 226.2, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198 and Wage Order 9. Section 2(H) of Wage Order 9 defines "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." As alleged herein, Extreme Transport has failed to pay at least the minimum wage for all hours worked to Mr. Miller and other aggrieved employees.

Meal Period Violations

As alleged herein, Extreme Transport has failed in its affirmative obligation to provide its employees in California, including Mr. Miller and other aggrieved employees, with all legally-compliant meal periods in accordance with the mandates of the California Labor Code and Wage Order 9. Despite Extreme Transport's violations, Extreme Transport has not paid an additional hour of pay to Mr. Miller and other aggrieved employees at their respective regular rates of compensation, in accordance with California Labor Code §§ 204, 210, 226.7, 512, and 1198, for all such meal period violations.

Rest Period Violations

As alleged herein, Extreme Transport has failed in its affirmative obligation to authorize and permit its employees in California, including Mr. Miller and other aggrieved employees, all legally compliant rest periods in accordance with the mandates of the California Labor Code and Wage Order 9. Despite Extreme Transport's violations, Extreme Transport has not paid an additional hour of pay to Mr. Miller and other aggrieved employees at their respective regular rates of compensation, in accordance with California Labor Code §§ 204, 210, 226.2, 226.7, 516, and 1198.

Wage Statement Violations

As alleged above, Extreme Transport has, as a matter of uniform policy and practice, failed to furnish Mr. Miller and other aggrieved employees with complete and accurate wage statements with respect to, *inter alia*, total hours worked, total hours worked at each rate of pay, all applicable piece rates, total rest period time, gross wages earned, and net wages earned, in violation of Labor Code § 226(a) and 226.2(a)(2).

Failure to Reimburse Business Expenses

As alleged above, Mr. Miller and other aggrieved employees have been required to use their personal cell phones, and/or other personal items for work purposes. Although Mr. Miller and other aggrieved employees incurred these expenses in direct discharge of their job duties and/or as a result of directives from Extreme Transport, Extreme Transport has not reimbursed them for their necessary work expenditures during the relevant time period. Extreme Transport's policy of not providing reimbursement for necessary work expenditures violates Labor Code §§

2802 and 2804 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or obedience to the directions of the employer.") Mr. Miller and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses.

Mr. Miller is informed and believes, and based thereon alleges, that the violations alleged herein are continuing to the present and are ongoing. As an "aggrieved employee," Mr. Miller will initiate a civil action on behalf of himself, the State of California, and other aggrieved employees to recover civil penalties resulting from the wage and hour violations alleged herein. Based on Mr. Miller's own investigation, and on information and belief, Extreme Transport has committed the following Labor Code violations:

a. Extreme Transport has violated Labor Code §§ 204, 226.2, 1182.12, 1194, 1194.2, 1197, and 1198 by failing to pay Mr. Miller and other aggrieved employees at least the applicable minimum wage for all hours worked;

b. Extreme Transport has violated Labor Code §§ 226.7, 512, 516, 558, and 1198 by failing to provide all legally required meal periods and by failing to pay meal period premiums to Mr. Miller and other aggrieved employees at the employees' respective regular rates of compensation for meal period violations;

c. Extreme Transport has violated Labor Code §§ 226.2, 226.7, 516, 558, and 1198 by failing to authorize and permit all legally required rest periods and failing to pay rest period premiums to Mr. Miller and other aggrieved employees at the employees' respective regular rates of compensation;

d. Extreme Transport has violated Labor Code §§ 226 and 1198 by failing to furnish Mr. Miller and other aggrieved employees with accurate and complete itemized wage statements;

e. Extreme Transport has violated Labor Code §§ 2802, 2804, and 1198 by failing to reimburse Mr. Miller and other aggrieved employees for all work-related expenses; and

f. Extreme Transport has violation Labor Code §§ 1174 and 1198 by failing to maintain accurate records on behalf of Mr. Miller and other aggrieved employees.

Pursuant to Labor Code section 2699.3, please notify our office and Extreme Transport if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Sincerely,



Tuvia Korobkin
MARQUEE LAW GROUP, APC
tuvia@marqueelaw.com



Tuvia Korobkin <tuvia@marqueelaw.com>

Thank you for your Amended PAGA Claim Notice Submission.

1 message

DIR PAGA Unit <no-reply@formassembly.com> Mon, Dec 30, 2024 at 3:13 PM
To: tuvia@marqueelaw.com

12/30/2024 03:13:21 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Amended PAGA Claim Notice

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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