

1 Bevin Allen Pike (SBN 221936)
Bevin.Pike@capstonelawyers.com
2 Daniel S. Jonathan (SBN 262209)
Daniel.Jonathan@capstonelawyers.com
3 Trisha K. Monesi (SBN 303512)
Trisha.Monesi@capstonelawyers.com
4 Jeffrey Jimenez (SBN 338228)
Jeff.Jimenez@capstonelawyers.com
5 Capstone Law APC
6 1875 Century Park East, Suite 1000
Los Angeles, California 90067
7 Telephone: (310) 556-4811
Facsimile: (310) 943-0396

8 Attorneys for Plaintiffs, on behalf of themselves and all others similarly situated
9 and aggrieved

10 *Additional Counsel on Next Page*

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SANTA CRUZ**

13 JUANA MATIAS, CARMEN CHAVEZ
14 FERNANDEZ, and YOLANDA
15 MEMBRENO DE AYALA, individually, and
16 on behalf of other members of the general
17 public similarly situated, and as aggrieved
18 employees pursuant to the Private Attorneys
General Act ("PAGA"), and MARIA
19 RODRIGUEZ DE PAZ, as an aggrieved
employee pursuant to PAGA,

20 Plaintiffs,

21 vs.

22 HOSPITALITY STAFFING SOLUTIONS,
23 LLC, a Delaware limited liability company;
24 KELLERMEYER BERGENSONS
25 SERVICES, LLC, a Delaware limited
26 liability company; and DOES 1 through 10,
27 inclusive,

28 Defendants.

Case No.: 23CV00490

*[Assigned for all purposes to the Hon.
Timothy Schmal in Dept. 10C]*

**DECLARATION OF PAUL K. HAINES IN
SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: May 5, 2026

Time: 8:30 a.m.

Dept.: 10C

1 **BIBIYAN LAW GROUP, P.C.**

2 David D. Bibiyan (SBN 287811)

3 david@tomorrowlaw.com

4 Vedang J. Patel (SBN 328647)

5 vedang@tomorrowlaw.com

6 1460 Westwood Boulevard

7 Los Angeles, California 90024

8 Tel: (310) 438-5555; Fax: (310) 300-1705

9 **JAMES HAWKINS APLC**

10 James R. Hawkins, Esq. (#192925)

11 9880 Research Drive, Suite 200

12 Irvine, CA 92618

13 Tel.: (949) 387-7200

14 Fax: (949) 387-6676

15 Email: James@jameshawkinsaplc.com

16 **HAINES LAW GROUP, APC**

17 Paul K. Haines (SBN 248226)

18 phaines@haineslawgroup.com

19 2155 Campus Drive, Suite 180

20 El Segundo, California 90245

21 Tel: (424) 292-2350

22 Fax: (424) 292-2355

23 Attorneys for Plaintiffs, on behalf of themselves and all others similarly situated
24 and aggrieved
25
26
27
28

DECLARATION OF PAUL K. HAINES

I, Paul K. Haines, declare as follows:

1. I am a shareholder and principal of Haines Law Group, APC, and counsel for the named Plaintiff Graciela Lopez (“Plaintiff Lopez”) 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 2006 graduate of Pepperdine University School of Law, where I graduated cum laude. During law school, I worked as a law clerk for the appellate firm of Horvitz & Levy, located in Encino, California. I also spent a semester in law school working as an extern for the Honorable Edward Rafeedie, District Judge for the United States District Court for the Central District of California.

3. Since graduating from law school, my practice has focused almost exclusively on employment litigation. In September 2007, I began working as an associate attorney at the international law firm of Littler Mendelson P.C., at its Los Angeles office, which according to its website is the “largest U.S.-based law firm exclusively devoted to representing management in every aspect of labor and employment law.” While at Littler Mendelson, I was primarily staffed on wage and hour class actions venued in both state and federal courts, and I also worked on a number of single and multi-plaintiff wage and hour matters as well.

4. During my employment at Littler Mendelson, I played a significant role in the class actions that I was staffed on, as I was often the only associate staffed on such cases. In particular, I received a wide-array of wage and hour class action experience performing the following types of tasks: drafting demurrers, motions to strike and/or dismiss; removing actions from state court to federal court; drafting and responding to written discovery; drafting and opposing discovery related motions; arguing discovery related motions; drafting motions to consolidate related matters; interviewing putative class members and obtaining declarations in connection with class certification; drafting oppositions to motions for class certification; drafting motions for decertification following class certification; conducting exposure analyses

1 to assess the strengths and weaknesses of asserted claims, the likelihood of prevailing at class
2 certification and potential damages resulting from such claims; drafting mediation briefs;
3 serving as the primary contact to in-house counsel; deposing named plaintiff and putative class
4 members; deposing retained expert witnesses; and defending the depositions of corporate
5 witnesses. In short, I played an integral role in all aspects of litigation from the inception of a
6 matter through and beyond class certification. I also supervised the work of several junior
7 attorneys who were staffed on the same wage and hour class actions.

8 5. In June 2011, I voluntarily resigned from Littler Mendelson in order to accept an
9 associate attorney position with the international law firm of Morgan, Lewis & Bockius LLP, at
10 its Los Angeles office, where I began working in July 2011. During my employment at Morgan,
11 Lewis & Bockius LLP, I worked exclusively on the defense of wage and hour class and
12 collective actions. For the vast majority of these cases, I was the only associate staffed on the
13 matter, and I performed the same job duties as described in the immediately preceding
14 paragraph. In addition to working on wage and hour class actions, I also worked on a number of
15 “hybrid” actions asserting nationwide wage and hour claims under the Fair Labor Standards Act
16 (“FLSA”), as well as California-specific claims under Rule 23 of the Rules of Civil Procedure.

17 6. In July 2012, I transitioned into litigating wage and hour class actions from the
18 Plaintiff’s side, first as a Partner with the law firm of Boren, Osher & Luftman, LLP, and since
19 February 2016, as a Shareholder of the Haines Law Group, APC. Currently, over ninety percent
20 (90%) of my practice is dedicated exclusively to the prosecution of wage and hour class actions,
21 and I am currently responsible for prosecuting over fifty (50) wage and hour class actions filed
22 in both State and Federal courts throughout California. I have been appointed as Class Counsel
23 in over one hundred (100) wage and hour class action settlements in state and federal courts
24 within California. A few examples of the matters in which I have been appointed as Class
25 Counsel, all of which have been granted final approval, include the following: *Sanchez v. Res-*
26 *Care, Inc.*, Case No. BC526175, California Superior Court, County of Los Angeles, Hon. John
27 Shepard Wiley, Jr., presiding; *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170
28 JFW (Ex), United States District Court, Central District of California, Hon. John F. Walter

1 presiding; *Tesla Motors Wage and Hour Litigation*, JCCP 4792, California Superior Court,
2 Santa Clara County, Hon. Peter H. Kirwan presiding; *Bower v. Cycle Gear, Inc.*, Case No.
3 CV14-2712 HSG, United States District Court, Northern District of California, Hon. Haywood
4 S. Gilliam, Jr. presiding; *Longstreth v. PAQ, Inc., dba Food 4 Less*, Case No. 15CV-0206,
5 California Superior Court, County of San Luis Obispo, Hon. Charles S. Crandall presiding;
6 *Nunez v. CompuCom Systems, Inc.*, Case No. BC618385, California Superior Court, County of
7 Los Angeles, Hon. John Shepard Wiley, Jr. presiding; *Mansilla v. Haeco Americas Line*
8 *Services, LLC, et al*, Case No. BC615310, Superior Court of California, County of Los Angeles,
9 Hon. Elihu M. Berle presiding; *Leverage, et al v. Traeger Pellet Grills, LLC, et al*, Case No.
10 4:16-cv-00784-KAW, United States District Court, Northern District of California, Hon. Kandis
11 A. Westmore presiding.

12 7. I have also moved to certify and have received an order certifying a class action
13 and/or conditionally certifying a collective action, in the following cases:

- 14 • *Medeiros v. Vortex Financial Management Inc.*, Case No. 30-2013-00644741-
15 CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge
16 Gail A. Andler, presiding (certifying a class of employees who were
17 misclassified as independent contractors);
- 18 • *Javine v. San Luis Ambulance Service, Inc.*, Case No. CV13-07480 BRO (SSx),
19 United States District Court, Central District of California, Honorable Judge
20 Beverly Reid O'Connell, presiding (conditionally certifying an unpaid FLSA
21 overtime wage class);
- 22 • *Prado v. Warehouse Demo Services, Inc.*, Case No. CV14-3170 JFW (Ex),
23 United States District Court, Central District of California, Honorable Judge
24 John F. Walter, presiding (certifying a rest period violation class and
25 conditionally certifying a FLSA unpaid overtime wage class);
- 26 • *Bower v. Cycle Gear, Inc.*, Case No. CV14-2712 HSG, United States District
27 Court, Northern District of California, Honorable Judge Haywood S. Gilliam, Jr.,
28 presiding (conditionally certifying an unpaid FLSA overtime wage class);

- 1 • *Vega v. Weatherford U.S., Limited Partnership*, Case No. CV14-1790-JLT,
2 United States District Court, Eastern District of California, Honorable Jennifer L.
3 Thurston, presiding (conditionally certifying an unpaid FLSA overtime wage
4 class);
- 5 • *Galvan v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-
6 CXC, California Superior Court, County of Orange, Honorable Judge William
7 Claster, presiding (certifying unpaid overtime wage class and waiting time
8 penalty class);
- 9 • *Camacho v. Residential Fire Systems, Inc.*, Case No. 30-2015-775372-CU-OE-
10 CXC, California Superior Court, County of Orange, Honorable Glenda Sanders,
11 presiding (certifying piece rate pay plan classes, expense reimbursement class,
12 wage statement class, and waiting time penalties class);
- 13 • *Ontiveros v. Safelite Fulfillment, Inc., et al*, Case No. CV 15-7118-DMG
14 (RAOx), United States District Court, Central District of California, Honorable
15 Dolly M. Gee presiding (certifying six classes of employees for rest period
16 violations, wage statement violations, meal period violations, and overtime and
17 double-time violations);
- 18 • *Vasquez v. Kraft Heinz Foods Company*, Case No. 16-cv-2749-WQH-BLM,
19 United States District Court, Southern District of California, Honorable William
20 Q. Hayes presiding (certifying classes for automatic meal period deductions,
21 manual time deductions, late meal periods, and derivative wage statement and
22 waiting time penalties);
- 23 • *Caudle, et al. v. Sprint/United Management Company, et al.* Case No. C 17-
24 06874-WHA, United States District Court, Northern District of California,
25 Honorable William H. Alsup presiding (certifying three classes of employees for
26 unlawful wage deduction violations, wage statement violations, and waiting time
27 violations);
28

- *Barbara J. Bowlin-Burdick v. Life Care Centers of America, Inc.*, Case No. BC657139, Los Angeles County Superior Court, Honorable Maren E. Nelson, presiding (certifying classes for late meal period violations, on-remises rest period violations, wage statement violations, and waiting time violations);
- *Staublein v. Wells Fargo Bank, National Association*, Case No. CIVDS1712267, San Bernardino County Superior Court, Honorable David Cohn, presiding (certifying a wage statement class);
- *Danica N. Keich, et al. v. U.S. Healthworks, Inc., et al.*, Case No. 37-2017-00015343-CU-OE-CTL, San Diego County Superior Court, Honorable Eddie C. Sturgeon, presiding (certifying classes for rest period violations, meal period violations, on-call pay violations, wage statement violations, and waiting time violations);
- *George Gomez v. The Bedrock Company*, Case No. CIVDS1824255, San Bernardino County Superior Court, Honorable David Cohn, presiding (certifying claims for unpaid overtime and minimum wage violations, meal period violations, rest period violations, wage statement violations, and waiting time penalties);
- *McDonald, et al. v. Sierra Pacific Industries*, Case No. 191133, Shasta County Superior Court, Hon. Tamara L. Wood (certifying eight classes for meal period violations, rest period violations, unpaid wages, unreimbursed business expenses, wage statement violations, and waiting time penalties); and
- *Aurora Gatica v. Valley Ag, Inc. et al.*, Case No. 19CECG03018, Fresno County Superior Court, Honorable Tyler D. Tharpe, presiding (certifying claims for meal period violations, rest period violations, wage statement violations, and waiting time penalties).

8. In 2015-2017, Thomson Reuters recognized me as a Top Young Attorney in Southern California in the annual Rising Stars Edition of Super Lawyer. This is an honor awarded to no more than two-and-a-half percent of attorneys under the age of forty in Southern

1 California each year. In 2018-2023, Thomson Reuters recognized me as a “Super Lawyer” in
2 the annual Super Lawyer magazine, an honor awarded to no more than five percent of all
3 attorneys in Southern California each year.

4 9. In approximately 2018, I was selected to be a member of the Los Angeles
5 Superior Court, Complex Civil Department Ad Hoc Wage and Hour Committee, which was
6 chaired by the Honorable Judge Amy D. Hogue and Honorable Judge David S. Cunningham.
7 The committee was comprised of 8 plaintiff’s attorneys and 8 defense attorneys, and was
8 consulted for recommendations regarding wage and hour class action cases, including preparing
9 model class action and PAGA action settlement agreements which are now publicly available at
10 <http://www.lacourt.org/forms/all>.

11 10. In April 2019, I served as trial counsel for the Plaintiff in the matter of *Calhoun*
12 *v. Aqua Tech Water Management Inc.*, Case No. BS169815, Los Angeles County Superior
13 Court, Honorable Theresa M. Traber presiding, which was an individual wage-and-hour case
14 that resulted in a six-figure verdict in favor of Plaintiff.

15 11. In March 2023, my firm served as trial counsel for the plaintiff and aggrieved
16 employees in the matter of *Abraham Taduran v. James R. Glidewell, Dental Ceramics, Inc. dba*
17 *Glidewell Laboratories*, Case No. 30-2017-00934037-CU-OE-CXC, Orange County Superior
18 Court, Honorable William Claster presiding, which was a case brought under the Private
19 Attorneys General Act, Labor Code §§ 2698 *et seq.*, and resulted in a six-figure verdict in favor
20 of the aggrieved employees.

21 12. As co-counsel for Plaintiffs and the proposed Settlement Class, I have been
22 intimately involved in every aspect of this case, and I believe that the proposed Settlement is an
23 excellent result for the Settlement Class.

24 13. On September 25, 2023, my office sent a notice letter to the Labor and
25 Workforce Development Agency (“LWDA”) and Defendant Kellermeyer Bergensons Services,
26 LLC (“Defendant”) regarding Plaintiff Lopez’s intention to seek civil penalties under the
27 PAGA. Attached hereto as **Exhibit A** is a true and correct copy of Plaintiff Lopez’s September
28

1 25, 2023 LWDA letter. On November 30, 2023, after exhausting her administrative
2 requirements, my office filed Plaintiff Lopez’s representative action for civil penalties under the
3 PAGA in the matter entitled *Graciela Lopez v. Kellermeyer Bergensons Services, LLC*, Santa
4 Clara Superior Court Case No. 23CV426594 (the “Lopez PAGA Action”).

5 14. On January 5, 2024, my office filed Plaintiff Lopez’s Class Action Complaint
6 against Defendant in the matter entitled *Graciela Lopez v. Kellermeyer Bergensons Services,*
7 *LLC*, Tulare County Superior Court Case No. VCU304923 (the “Lopez Class Action”). Plaintiff
8 Lopez’s Class Action alleged the following causes of action: (1) meal period violations; (2) rest
9 period violations, (3) failure to reimburse employees for necessary business expenditures; (4)
10 waiting time penalties; (5) wage statement violations; and (6) unfair competition under Business
11 and Professions Code § 17200, *et seq.*

12 15. After filing Plaintiff Lopez’s case, I learned of the following related actions
13 pending against Defendant entitled *Juana Matias, et al. v. Hospitality Staffing Solutions, LLC*,
14 Santa Cruz County Superior Court Case No. 23CV00490 (the “Matias Action” or the “Action”),
15 *Hannah Knoerzer v. Hospitality Staffing Solutions, Inc, et al.*, Riverside County Superior Court,
16 Case No. CVRI2204503 (the “Knoerzer Action”), and *Heriberto Chavez Rodriguez v. Montage*
17 *Laguna Beach, LLC, et al.*, Orange County Superior Court, Case Nos. 30-2023-01300904-CU-
18 OE-CXC (the “Rodriguez Action”).

19 20 16. The Parties in this and the related Actions agreed to attend a private mediation on
21 September 27, 2024 with respected wage and hour mediator, Michael E. Dickstein, Esq.
22 Following mediation, the Parties were able to reach a global class and PAGA settlement of the
23 related Actions. In the months following mediation, the Parties have negotiated and finalized the
24 long-form settlement agreement that is now before the court.

25 26 17. On or about March 5, 2026, Plaintiffs filed a Third Amended (Consolidated)
27 Complaint in the *Matias* Action (the “Operative Complaint”), adding Plaintiffs Knoerzer,
28 Rodriguez, and Lopez as named plaintiffs and proposed class representatives.

18. Class Counsel has entered into a Revised Joint Prosecution and Attorney Fee Split Agreement in these cases. Under the terms of the agreement, any attorneys' fees awarded by the Court will be paid as follows: 30% to Capstone Law APC; 30% to Bibiyan Law Group, P.C.; 30% to James Hawkins APLC; and 10% to Haines Law Group, APC. This fee sharing agreement was expressly agreed to in writing by Plaintiffs pursuant to Rule of Professional Conduct 1.5.1.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on March 23, 2026, at El Segundo, California.



Paul K. Haines

EXHIBIT A

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

September 25, 2023

VIA LWDA WEBSITE

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

Re: *Graciela Lopez v. Kellermeyer Bergensons Services, LLC*

To Whom It May Concern:

Please be advised that this law firm represents Graciela Lopez in claims arising from her employment with Kellermeyer Bergensons Services, LLC (“KBS”). Ms. Lopez is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to KBS’s numerous 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, an “aggrieved employee” should be considered to include all former and current aggrieved employees of KBS who worked for KBS as a non-exempt employee during the one year preceding the date of this letter through the present date and were subject to KBS’ policies and/or practices related to time keeping, meal periods, rest periods, and expense reimbursement discussed in further detail herein.

Ms. Lopez was employed by KBS as a non-exempt janitorial employee from approximately May 9, 2023 until approximately July 27, 2023. Ms. Lopez was placed to primarily perform services at an Amazon facility located in Visalia, California, and her work duties included mopping, dusting, cleaning, vacuuming, and general maintenance.

Throughout Ms. Lopez’s employment with KBS, Ms. Lopez was not provided with all legally compliant meal periods due to KBS’s meal period policies/practices, which have resulted in late (commencing after the fifth hour of work), short (less than 30 minutes of net rest) and missed meal periods. Specifically, KBS failed to provide Ms. Lopez and other aggrieved employees with 30 minutes of net rest in an area appropriate for rest away from the workstation. Additionally, KBS required Ms. Lopez and other aggrieved employees to carry their walkie talkies at all times, resulting in on-duty meal periods. Although Ms. Lopez was not provided with all legally compliant meal periods to which she was entitled, KBS failed to compensate Ms. Lopez with the required meal period premium for each workday in which she experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief during at least a portion of the relevant period, KBS maintained no payroll code or other mechanism for the payment of meal period premium payments under Labor Code § 226.7 in the event that a legally compliant meal period was not provided to their aggrieved employees.

Ms. Lopez was also not authorized and permitted to take all required rest periods due to KBS's rest period policies/practices. KBS's rest period policies/practices fail to authorize and permit a 10-minute net rest period in areas away from the workstation appropriate for rest. Additionally, KBS required Ms. Lopez and other aggrieved employees to carry their walkie talkies at all times, resulting in on-duty rest periods. On those occasions when Ms. Lopez was not authorized and permitted to take all legally compliant rest periods to which she was entitled, KBS failed to compensate Ms. Lopez with the required rest period premium for each workday in which she experienced a rest period violation as mandated by Labor Code § 226.7. Further, upon information and belief during at least a portion of the relevant period, KBS maintained no payroll code or other mechanism for the payment of rest period premium payments under Labor Code § 226.7 in the event that a legally compliant rest period was not provided to their aggrieved employees.

Ms. Lopez further alleges that KBS failed to provide Ms. Lopez and other aggrieved employees with written notice that sets forth the amount of COVID-19 supplemental paid sick leave that Ms. Lopez or other aggrieved employees had used as required by Labor Code Section 248.6(d)(2). Moreover, Ms. Lopez alleges that she was not paid or offered any COVID-19 supplemental paid sick leave when she was forced to miss work due to contracting COVID-19, in violation of California law. KBS also failed to list zero hours used if Ms. Lopez or other aggrieved employees did not use any COVID-19 supplemental paid sick leave.

During Ms. Lopez's employment with KBS, Ms. Lopez was required to clock in and out for using a cellphone application on her personal cellular phone. As Ms. Lopez worked in the field at KBS's customers' locations, she was necessarily required to use her personal cellular phone to speak with her supervisors and keep track of her time. Thus, it was necessary for Ms. Lopez to use her personal cellular phone for a variety of required work activities, including, but not limited to clocking in and out for her shifts and meal periods, contacting customers and contacting her supervisor if necessary. KBS knew or should have known that Ms. Lopez was necessarily incurring expenses due to the use of her personal cellular phone in the direct discharge of her duties. Yet, despite the necessity of Ms. Lopez using her personal cellular phone for work activities and KBS knowing or should have knowing about same, Ms. Lopez was never reimbursed for a reasonable portion of her cellular phone expenses by KBS.

As a result of KBS's failure to pay all meal and rest period premium wages, failure to pay COVID-19 supplemental paid sick leave, and failure to reimburse all necessary business expenditures, KBS failed to pay all wages owed to Ms. Lopez upon her separation of employment from KBS in violation of Labor Code § 203. These acts also resulted in KBS failing to provide Ms. Lopez with accurate, itemized wage statements.

As described above, KBS committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 5 ("Wage Order 5"):

Meal Period Violations

As alleged above, KBS failed to provide Ms. Lopez and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 5, § 11. As a result, Ms. Lopez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”).

Rest Period Violations

As alleged above, KBS also failed to authorize and permit Ms. Lopez and other aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 5, § 12. As a result, Ms. Lopez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 (“If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest period is not provided.”).

COVID-19 Supplemental Paid Sick Leave Violations

As alleged above, KBS has failed to provide Ms. Lopez and other aggrieved employees with written notice that sets forth the amount of COVID-19 supplemental paid sick leave that the employee has used through the pay period in which it was due to be paid on either the employee’s itemized wage statement or in a separate writing provided on the designated pay date with the employee’s payment of wages. *See* Labor Code § 248.6. Additionally, upon information and belief, Ms. Lopez alleges that KBS failed to pay or offer any COVID-19 supplemental paid sick leave when she was forced to miss work due to contracting COVID-19, in violation of California law. As a result of KBS’s failure to provide such written notice to Ms. Lopez and other aggrieved employees, KBS maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Lopez and other aggrieved employees in violation of Labor Code § 226. KBS’s failure to comply with its wage statement obligations was knowing and intentional, and Ms. Lopez and other aggrieved employees have suffered injury as a result.

Failure to Reimburse Business Expenses

As alleged above, due to KBS’s unlawful policy and practice of requiring employees to use their personal cellular phones for work purposes and failure to reimburse Ms. Lopez and other aggrieved employees for these and/or other business expenses, KBS

has violated Labor Code § 2802, which provides: “[a]n 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.” Ms. Lopez and other aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses, with interest.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. KBS failed to timely pay Ms. Lopez and other aggrieved employees all of their final wages at the time of separation, which included all meal and rest period premium wages, as well as unpaid wages and unpaid COVID sick pay. Pursuant to Labor Code § 203, KBS’s failure to pay all final wages due to Ms. Lopez and other aggrieved employees was willful and, consequently, entitles Ms. Lopez and other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day KBS failed to pay their final wages after their separation, up to a maximum of thirty days.

Wage Statement Violations

KBS was required to furnish Ms. Lopez and other aggrieved employees with complete and accurate itemized wage statements that showed, among other things, their rates of pay, corresponding number of hours worked at each rate of pay, total gross wages earned, total net wages earned, and the name of the legal entity that is the employer. *See* Labor Code §§ 226(a) and 1174(d); Wage Order 5, § 7. As a result of KBS’s failure to pay all required meal and rest period premium wages, KBS maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Lopez and other aggrieved employees in violation of Labor Code § 226. KBS’s failure to comply with its wage statement obligations was knowing and intentional, and Ms. Lopez and other aggrieved employees have suffered injury as a result.

As an “aggrieved employee,” Ms. Lopez will initiate a civil action on behalf of himself and other current or former employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Lopez’s own investigation, and on information and belief, KBS committed the following Labor Code violations:

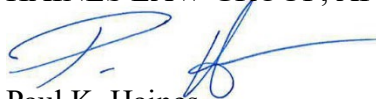
- a. KBS violated Labor Code §§ 226.7, 512, and 558 by failing to provide meal periods as required by law and failing to pay meal period premiums to Ms. Lopez and other aggrieved employees at these employees’ respective regular rates of compensation for meal period violations;
- b. KBS violated Labor Code §§ 226.7, 558, and 1198 by failing to authorize and permit Ms. Lopez and other aggrieved employees all required rest periods and failing to pay rest period premiums to Ms. Lopez and other aggrieved employees at these employees’ respective regular rates of

compensation for rest period violations;

- c. KBS violated Labor Code §§ 2802 and 2804 by failing to reimburse Ms. Lopez and other aggrieved employees for necessary work expenditures;
- d. KBS violated Labor Code § 203 by failing to timely pay Ms. Lopez and other aggrieved employees all final wages due to them at their separation from employment, including meal and rest period premium wages and COVID-19 supplemental paid sick leave; and
- e. KBS violated Labor § 226 by failing to furnish Ms. Lopez and other aggrieved employees with complete and accurate, itemized wage statements.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and KBS if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Paul K. Haines

cc: Kellermeier Bergensons Services, LLC (via certified mail)

PROOF OF ACCEPTANCE (ELECTRONIC)

PRODUCED DATE: 09/26/2023

HAINES LAW GROUP:

The following is information for Certified Mail™/RRE item number:

9214 8901 9403 8331 4859 74

Our records indicate that this item was accepted by the USPS at:

SHIPMENT RECEIVED ACCEPTANCE PENDING EL SEGUNDO,CA 90245 09/25/2023

ORIGINAL INTENDED RECIPIENT:

KELLERMEYER BERGENSONS SERVICES LLC
C/O: CSC - LAWYERS INCORPORATING SERVICE
2710 GATEWAY OAKS DR STE 150N
SACRAMENTO CA 95833-3502



Mailer: Haines Law Group

Date Produced: 09/29/2023

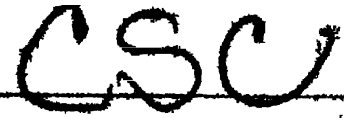
ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8331 4859 74. Our records indicate that this item was delivered on 09/28/2023 at 12:21 p.m. in SACRAMENTO, CA 95811. The scanned image of the recipient information is provided below.

Signature of Recipient :


SHAMEEL MOHAMMED
A/A/O CSC

Address of Recipient :


CSC

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

KELLERMEYER BERGENSONS SERVICES LLC
C/O: CSC - LAWYERS INCORPORATING SERVICE
STE 150N
2710 GATEWAY OAKS DR
SACRAMENTO CA 95833-3502

Customer Reference Number: C4489145.26833996