APPENDIX A

Court of Appeal, First Appellate District, Division Five - No. A156450

S266718

IN THE SUPREME COURT OF CALIFORNIA

En Banc

JACOB RIMLER et al., Plaintiffs and Respondents,

v.

POSTMATES INC., Defendant and Appellant.

The petition for review is denied.

CANTIL-SAKAUYE
Chief Justice

[Filed February 24, 2021]

APPENDIX B

Filed 12/9/20

NOT TO BE PUBLISHED IN OFFICIAL REPORTS

IN THE COURT OF APPEAL

OF THE STATE OF CALIFORNIA

FIRST APPELLATE DISTRICT

DIVISION FIVE

JACOB RIMLER, ET AL.,
Plaintiffs and Respondents,

v.

POSTMATES INC.,
Defendant and Appellant

A156450

(San Francisco County Super. Ct. No. CGC-18-567868)

Postmates Inc. (Postmates) appeals the trial court's order denying its petition to compel arbitration of representative claims under the Private Attorney

General Act of 2004 (PAGA) (Lab. Code, § 2699 et seq.). Postmates concedes our Supreme Court held in *Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348 (*Iskanian*) that PAGA waivers are unenforceable, but argues subsequent United States Supreme Court cases have abrogated *Iskanian*. We join the numerous California Court of Appeal decisions that have uniformly rejected this argument and affirm the trial court's order.

BACKGROUND

Jacob Rimler and Giovanni Jones (Plaintiffs) worked as couriers for Postmates. Plaintiffs accepted Postmates' courier agreement, which includes an arbitration agreement and a waiver of the "right to have any dispute or claim brought, heard or arbitrated as a representative action, or to participate in any representative action, and an arbitrator shall not have any authority to arbitrate a representative action." Couriers may opt out of these provisions by submitting an opt out form within 30 days of accepting the courier agreement, but Plaintiffs did not do so.

Plaintiffs sued Postmates, seeking PAGA penalties for alleged Labor Code violations. Postmates filed a petition to compel arbitration, which the trial court denied. This appeal followed. (Civ. Proc. Code, § 1294, subd. (a).)

DISCUSSION[1]

PAGA "authorizes an employee to bring an action for civil penalties on behalf of the state against

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[1] Plaintiffs repeatedly cite unpublished Court of Appeal decisions, in violation of California Rules of Court, rule 8.1115(a). We disregard these citations and admonish counsel to comply with the Rules of Court in the future.

his or her employer for Labor Code violations committed against the employee and fellow employees, with most of the proceeds of that litigation going to the state." (*Iskanian, supra*, 59 Cal.4th at p. 360.) *Iskanian* concluded that a predispute PAGA waiver "is contrary to public policy and thus unenforceable under state law. [Citation.] The court then determined this conclusion was not preempted by the FAA [Federal Arbitration Act] because it found the FAA was intended to govern the resolution of '*private* disputes, whereas a PAGA action is a dispute between an employer and the state Agency.' [Citation.] . . . The court stressed the nature of a PAGA claim as ""fundamentally a law enforcement action designed to protect the public and not to benefit private parties"" [citation] and that "'an aggrieved employee's action under the [PAGA] functions as a substitute for an action brought by the government itself'" [citation]." (*Correia v. NB Baker Electric, Inc.* (2019) 32 Cal.App.5th 602, 616 (*Correia*).)

After *Iskanian*, the United States Supreme Court decided *Epic Systems Corp. v. Lewis* (2018) 584 U.S. ___ [138 S.Ct. 1612] (*Epic*). "Although most of the *Epic* opinion concerned an analysis of the [National Labor Relations Act] as it relates to the FAA, the court also strongly reiterated the settled principles regarding the breadth of FAA preemption, and made clear that the FAA requires courts "'rigorously" to "enforce arbitration agreements according to their terms, including terms that specify with whom the parties choose to arbitrate their disputes and the rules under which that arbitration will be conducted."'" (*Correia, supra*, 32 Cal.App.5th at p. 618.)

In *Correia*, as here, the employer argued *Iskanian* had been abrogated by *Epic*. (*Correia*, *supra*,

32 Cal.App.5th at p. 619.) *Correia* began by noting that, "[o]n federal questions, intermediate appellate courts in California must follow the decisions of the California Supreme Court, unless the United States Supreme Court has decided the same question differently." (*Ibid*.) After discussing *Iskanian* and *Epic*, *Correia* rejected the employer's argument: "Because the California Supreme Court found a PAGA claim involved a dispute not governed by the FAA, and the waiver would have precluded the PAGA action in any forum, it held its PAGA-waiver unenforceability determination was not preempted. *Epic* did not reach the issue regarding whether a governmental claim of this nature is governed by the FAA, or consider the implications of a complete ban on a state law enforcement action. Because *Epic* did not overrule *Iskanian's* holding, we remain bound by the California Supreme Court's decision." (*Correia*, *supra*, 32 Cal.App.5th at p. 620.)

At least four other Court of Appeal decisions have reached the same conclusion. (*Collie v. The Icee Co.* (2020) 52 Cal.App.5th 477, 480 ["We ... join *Correia* . . . in holding that *Epic* . . . does not undermine the reasoning of *Iskanian*."]; *Zakaryan v. The Men's Wearhouse, Inc.* (2019) 33 Cal.App.5th 659, 671 ["*Epic* . . . did not overrule *Iskanian*"], disapproved on another ground in *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175, 196, fn. 8; *Provost v. YourMechanic, Inc.* (2020) 55 Cal.App.5th 982, 997 ["We reaffirm here our analysis and decision in *Correia* that *Epic* did not overrule *Iskanian*."]; *Olson v. Lyft, Inc.* (2020) 56 Cal.App.5th 862, 865 ["we reject Lyft's position based

on *Correia*"].) We do as well, for the reasons amply explained in *Correia* and the other decisions.[2]

Postmates attempts to distinguish these decisions on the ground that Plaintiffs could have opted out of the PAGA waiver. "'*Iskanian's* underlying public policy rationale—that a PAGA waiver circumvents the Legislature's intent to empower employees to enforce the Labor Code as agency representatives and harms the state's interest in enforcing the Labor Code—does not turn on how the employer and employee entered into the agreement, or the mandatory or voluntary nature of the employee's initial consent to the agreement.'" (*Williams v. Superior Court* (2015) 237 Cal.App.4th 642, 648; accord, *Securitas Security Services USA, Inc. v. Superior Court* (2015) 234 Cal.App.4th 1109, 1121–1123.) Accordingly, Plaintiffs' ability to opt out does not impact our analysis.

DISPOSITION

The order is affirmed. Respondents are awarded their costs on appeal.

SIMONS, Acting P.J.

We concur.

NEEDHAM, J.

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[2] Postmates points to two other United States Supreme Court cases, but these cases, like *Epic*, do not reach the issue decided in *Iskanian*. (*Henry Schein, Inc. v. Archer and White Sales, Inc.* (2019) 586 U.S. ___ [139 S.Ct. 524] [an agreement to delegate arbitrability to an arbitrator must be enforced]; *Lamps Plus, Inc. v. Varela* (2019) 587 U.S. ___ [139 S.Ct. 1407] [ambiguity in arbitration agreement does not create inference that parties agreed to classwide arbitration].)

REARDON, J.*

(A156450)

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* Judge of the Alameda County Superior Court, assigned by the Chief Justice pursuant to article VI, section 6 of the California Constitution.

APPENDIX C

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

DEPARTMENT 305

JACOB RIMLER and GIOVANNI JONES,
Plaintiffs,

v.

POSTMATES, INC.,
Defendant.

Case No. CGC-18-567868

ORDER DENYING DEFENDANT POSTMATES INC.'S PETITION TO COMPEL ARBITRATION AND STAY LITIGATION

Defendant Postmates Inc. ("Defendant") petitioned the Court for an order to compel arbitration of any and all claims asserted by Plaintiffs Jacob Rimler and Giovanni Jones (collectively, "Plaintiffs") and to stay litigation pending arbitration. The motion came on for hearing on December 13, 2018, and appearances are as noted in the record. Having duly considered the matter, and for the reasons stated below, the Court denies the petition to compel arbitration and denies the request to stay litigation.

I. RELEVANT FACTS

Defendant Postmates Inc. is a San Francisco-based technology company that connects customers in

need of delivery services with couriers using an online platform which can be accessed through Defendant's website or a mobile phone application ("app"). Declaration of Ashley Campbell ("Campbell Decl.") ¶ 2; First Amended Complaint ("FAC") ¶ 9. When customers place an order for delivery from local merchants through Defendant's online platforms, nearby couriers receive a notification and can select whether to accept the offer to complete the delivery. Campbell Decl. ¶ 2. In this putative class action, Plaintiffs, who are "couriers" for Defendant, assert one cause of action pursuant to the Private Attorney General Act, California Labor Code §§ 2698, *et seq*. ("PAGA"), alleging that Defendant violated the Labor Code by (1) willfully misclassifying its employees (Labor Code § 226.8); (2) failing to reimburse its employees for all reasonably necessary expenditures incurred by drivers in discharging their duties (Labor Code § 2802); (3) failing to pay minimum wage (Labor Code §§ 1194, 1197); and (4) failing to pay appropriate overtime premiums (Labor Code §§ 510, 554, 1194, 1198). *See* First Amended Complaint, filed July 11, 2018.

Defendant provides its couriers with a "Fleet Agreement," which couriers must accept before they may use the online platform to receive delivery opportunities. Campbell Decl. ¶ 4. The first page of the Fleet Agreement includes the following language in all-caps and bold font:

> IMPORTANT: PLEASE NOTE THAT TO USE THE POSTMATES PLATFORM AS A CONTRACTOR, YOU MUST AGREE TO THE TERMS AND CONDITIONS SET FORTH BELOW. PLEASE REVIEW THE MUTUAL ARBITRATION PROVISION SET

> FORTH BELOW IN SECTION 11 CAREFULLY, AS IT WILL REQUIRE YOU TO RESOLVE DISPUTES WITH POSTMATES ON AN INDIVIDUAL BASIS, EXCEPT AS OTHERWISE PROVIDED IN SECTION 11, THROUGH FINAL AND BINDING ARBITRATION UNLESS YOU CHOOSE TO OPT OUT OF THE MUTUAL ARBITRATION PROVISION. BY DIGITALLY SIGNING THIS AGREEMENT, YOU WILL BE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT (INCLUDING THE MUTUAL ARBITRATION PROVISION IN SECTION 11) AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT BUSINESS DECISION. IF YOU DO NOT WISH TO BE SUBJECT TO ARBITRATION, YOU MAY OPT OUT OF THE MUTUAL ARBITRATION PROVISION BY FOLLOWING THE INSTRUCTIONS PROVIDED IN SECTION 11 BELOW.

Id., Ex. C.

Section 11 of the Fleet Agreement is titled "Mutual Arbitration Provision" and provides as follows:

> 11A. Arbitration of Disputes. Postmates and Contractor mutually agree to resolve any disputes between them exclusively through final and binding arbitration instead of filing a lawsuit in court. Postmates and Contractor expressly agree that this Mutual Arbitration Provision is governed exclusively by the Federal Arbitration Act (9 U.S.C. §§ 1-16) ("FAA") and shall apply to any and all claims between the Parties, including but not limited to those

> arising out of or relating to this Agreement, the Contractor's classification as an independent Contractor, Contractor's provision of services under this Agreement, the delivery fees received by Contractor for performing Deliveries, [etc.] . . . The parties expressly agree that this Agreement shall be governed by the FAA even in the event Contractor and/or Postmates are otherwise exempted from the FAA. Any disputes in this regard shall be resolved exclusively by an arbitrator. In the event, but only in the event, the arbitrator determined the FAA does not apply, the state law governing arbitration agreements in the state in which the Contractor performs services shall apply.

Campbell Decl., Ex. C at 9; Ex. D at 10. The Fleet Agreement also contains a delegation clause which provides that disputes between the parties relating to the interpretation, applicability, enforceability and formation of the Fleet Agreement are to be exclusively resolved by an arbitrator. *Id*. However, the Fleet Agreement expressly provides that the delegation clause does not apply to the Class Action Waiver and Representative Action Waiver. *Id*. Those waivers state as follows:

> **CLASS ACTION WAIVER—PLEASE READ.** Postmates and Contractor mutually agree that any and all disputes or claims between the parties will be resolved in individual arbitration. The Parties further agree that by entering into this Agreement, they waive their right to have any dispute or claim brought, heard or arbitrated as a class and/or collective action, or to participate in any class

> and/or collective action, and an arbitrator shall not have any authority to hear or arbitrate any class and/or collective action ("Class Action Waiver").
>
> **REPRESENTATIVE ACTION WAIVER—PLEASE READ.** Postmates and Contractor mutually agree that any and all disputes or claims between the parties will be resolved in individual arbitration. The Parties further agree that by entering into this Agreement, they waive their right to have any dispute or claim brought, heard or arbitrated as a representative action, or to participate in any representative action, and an arbitrator shall not have any authority to arbitrate a representative action ("Representative Action Waiver").

Id., Ex. C at 10; Ex. D at 11. The Fleet Agreement provides that disputes regarding the enforceability of the class action and representative action waivers are to be resolved by the court, not an arbitrator. *Id.* Finally, the Fleet Agreement provides that arbitration is not a mandatory condition of contractors' relationship with Postmates, and that contractors may opt out of the Mutual Arbitration Provision within 30 days of signing the Fleet Agreement. *Id*., Ex. C at 12-13; Ex. D at 12-13.

According to Defendant's records, Plaintiffs accepted the terms of the Fleet Agreement. *Id*. ¶¶ 6-7. Although Plaintiffs attempted to opt out of the Mutual Arbitration Provision in May 2018, their attempted opt-outs were not effective because they were not submitted within 30 days of accepting the Fleet Agreement. *Id*. ¶¶ 6-9, 13.

Defendant now moves to compel Plaintiffs' PAGA claims to arbitration and to stay all proceedings pending completion of arbitration.

II. LEGAL STANDARD

A party seeking to compel arbitration must first prove the existence of an enforceable agreement containing a provision mandating arbitration of the parties' dispute. *See Cione v. Foresters Equity Services, Inc*. (1997) 58 Cal.App.4th 625, 634. State law applies in determining whether there is a contract. *Id*. Once the existence of a valid arbitration agreement is established, the "arbitration agreement[] should be liberally interpreted, and arbitration should be ordered unless the agreement clearly does not apply to the dispute in question." *Vianna v. Doctors' Management Co*. (1994) 27 Cal.App.4th 1186, 1189 (internal citation omitted). "Doubts as to whether an arbitration clause applies to a particular dispute are to be resolved in favor of sending the parties to arbitration." *Ibid*.

III. ANALYSIS

For the reasons set forth below, the Court denies the petition to compel arbitration and denies the request to stay the action.

A. There is a Valid Arbitration Agreement Between Defendant and Plaintiffs.

Plaintiffs do not present any arguments regarding the validity of the arbitration agreement between Defendant and Plaintiffs, nor do they dispute the validity of the arbitration agreement. *See* Plaintiffs' Response to Defendant's Petition to Compel Arbitration ("Response"). Accordingly, the Court that a valid arbitration agreement exists between Defendant and Plaintiffs.

B. Plaintiffs' PAGA Claims Are Not Subject to Arbitration Under *Epic Systems* or *Esparza*.

Defendant argues that this Court should enforce the representative action waiver contained in the Fleet Agreement and compel Plaintiffs' claims for civil penalties under PAGA to arbitration pursuant to *Epic Systems Corp. v. Lewis* (2013) 138 S.Ct. 1612 ("*Epic Systems*"). Reply at 4-6. The Court does not find that *Epic Systems* compels Plaintiffs to arbitrate their PAGA claims. The U.S. Supreme Court in *Epic Systems* addressed only the question of whether class or collective action waivers were enforceable under the FAA. The U.S. Supreme Court did not address the enforceability of waivers of representative actions, such as those brought under PAGA. Accordingly, representative action waivers remain unenforceable under *Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348 ("*Iskanian*"). Here, Plaintiffs' single cause of action is asserted for civil penalties under PAGA. Therefore, Plaintiffs' PAGA claims are not subject to arbitration.

The Court agrees with Defendant that pursuant to *Esparza v. KS Industries, L.P.* (2017) 13 Cal.App.5th 1228, 1244-1246 ("*Esparza*"), Plaintiffs' PAGA claims for statutory damages, also referred to as victim-specific relief, are not subject to the rule of nonarbitrability adopted in *Iskanian* and are therefore subject to individual arbitration. As the court in *Esparza* explained, because an award to recover, for example, underpaid wages under Labor Code section 558 is paid completely to the affected employee, and not to the state, such claims retain their private nature and continue to be covered by the FAA. *Id*. However, at the hearing, Plaintiffs unequivocally waived

their rights to pursue any statutory damages and now seek to recover only civil penalties under PAGA. The Court finds that Plaintiffs have clearly relinquished their right to pursue any statutory damages under PAGA. *See id* at 1247.

Accordingly, no portion of Plaintiffs' PAGA claims should be compelled to arbitration under *Esparza*. *Id*.

Defendant further argues that if Plaintiffs waive their right to pursue statutory damages, "they will no longer be 'aggrieved employees' within the meaning of PAGA" and will lack standing to assert a PAGA claim. Reply at 8. The Court disagrees. The fact that Plaintiffs waive their right to seek specific relief does not affect their standing to assert a representative action under PAGA.

C. There Is No Basis to Stay Plaintiffs' PAGA Claims.

Because no claims are being sent to arbitration, there is no basis for a stay. Accordingly, Defendant's request to stay the action is denied.

IV. CONCLUSION

For the foregoing reasons, the Court denies the petition to compel arbitration and denies the request to stay the action.

IT IS SO ORDERED.

Dated: December 31, 2018

Mary E. Wiss
Judge of the Superior Court

Superior Court of California

County of San Francisco

JACOB RIMLER and GIOVANNI JONES,
Plaintiffs

vs.

POSTMATES, INC.,
Defendants

Case No. CGC-18-567868

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.260(g))

I, T. Michael Yuen, Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On January 2, 2019, I electronically served the ORDER DENYING DEFENDANT POSTMATES INC.'S PETITION TO COMPEL ARBITRATION AND STAY LITIGATION via File&ServeXpress® on the recipients designated on the Transaction Receipt located on the File&ServeXpress® website.

Dated: January 2, 2019

T. MICHAEL YUEN, Clerk
By:
Sean Kane Deputy Clerk

APPENDIX D

Statutory Provisions Involved

9 U.S.C § 2. Validity, irrevocability, and enforcement of agreements to arbitrate

A written provision in any maritime transaction or a contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such contract or transaction, or the refusal to perform the whole or any part thereof, or an agreement in writing to submit to arbitration an existing controversy arising out of such a contract, transaction or refusal, shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract.

(July 30, 1947, ch. 392, 61 Stat. 670.)

DERIVATION

Act Feb. 12, 1925, ch. 213, § 2, 43 Stat. 883.

California Labor Code § 2699

(a) Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.

(b) For purposes of this part, "person" has the same meaning as defined in Section 18.

(c) For purposes of this part, "aggrieved employee" means any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

(d) For purposes of this part, "cure" means that the employer abates each violation alleged by any aggrieved employee, the employer is in compliance with the underlying statutes as specified in the notice required by this part, and any aggrieved employee is made whole. A violation of paragraph (6) or (8) of subdivision (a) of Section 226 shall only be considered cured upon a showing that the employer has provided a fully compliant, itemized wage statement to each aggrieved employee for each pay period for the three-year period prior to the date of the written notice sent pursuant to paragraph (1) of subdivision (c) of Section 2699.3.

(e)

(1) For purposes of this part, whenever the Labor and Workforce Development Agency, or any of its departments, divisions, commissions,

boards, agencies, or employees, has discretion to assess a civil penalty, a court is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

(2) In any action by an aggrieved employee seeking recovery of a civil penalty available under subdivision (a) or (f), a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.

(f) For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows:

(1) If, at the time of the alleged violation, the person does not employ one or more employees, the civil penalty is five hundred dollars ($500).

(2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation.

(3) If the alleged violation is a failure to act by the Labor and Workplace Development Agency, or any of its departments, divisions, commissions, boards, agencies, or employees, there shall be no civil penalty.

(g)

(1) Except as provided in paragraph (2), an aggrieved employee may recover the civil penalty described in subdivision (f) in a civil action pursuant to the procedures specified in Section 2699.3 filed on behalf of himself or herself and other current or former employees against whom one or more of the alleged violations was committed. Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs, including any filing fee paid pursuant to subparagraph (B) of paragraph (1) of subdivision (a) or subparagraph (B) of paragraph (1) of subdivision (c) of Section 2699.3. Nothing in this part shall operate to limit an employee's right to pursue or recover other remedies available under state or federal law, either separately or concurrently with an action taken under this part.

(2) No action shall be brought under this part for any violation of a posting, notice, agency reporting, or filing requirement of this code, except where the filing or reporting requirement involves mandatory payroll or workplace injury reporting.

(h) No action may be brought under this section by an aggrieved employee if the agency or any of its departments, divisions, commissions, boards, agencies, or employees, on the same facts and theories, cites a person within the timeframes set forth in Section 2699.3 for a violation of the same section or sections of the Labor Code under which the aggrieved employee is attempting to recover a civil penalty on behalf of himself or herself or others or initiates a proceeding pursuant to Section 98.3.

(i) Except as provided in subdivision (j), civil penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the Labor and Workforce Development Agency for enforcement of labor laws, including the administration of this part, and for education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes; and 25 percent to the aggrieved employees.

(j) Civil penalties recovered under paragraph (1) of subdivision (f) shall be distributed to the Labor and Workforce Development Agency for enforcement of labor laws, including the administration of this part, and for education of employers and employees about their rights and responsibilities under this code, to be continuously appropriated to supplement and not supplant the funding to the agency for those purposes.

(k) Nothing contained in this part is intended to alter or otherwise affect the exclusive remedy provided by the workers' compensation provisions of this code for liability against an employer for the compensation for any injury to or death of an employee arising out of and in the course of employment.

(l)

(1) For cases filed on or after July 1, 2016, the aggrieved employee or representative shall, within 10 days following commencement of a civil action pursuant to this part, provide the Labor and Workforce Development Agency with a file-stamped copy of the complaint that includes the case number assigned by the court.

(2) The superior court shall review and approve any settlement of any civil action filed pursuant

to this part. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court.

(3) A copy of the superior court's judgment in any civil action filed pursuant to this part and any other order in that action that either provides for or denies an award of civil penalties under this code shall be submitted to the agency within 10 days after entry of the judgment or order.

(4) Items required to be submitted to the Labor and Workforce Development Agency under this subdivision or to the Division of Occupational Safety and Health pursuant to paragraph (4) of subdivision (b) of Section 2699.3, shall be transmitted online through the same system established for the filing of notices and requests under subdivisions (a) and (c) of Section 2699.3.

(m) This section shall not apply to the recovery of administrative and civil penalties in connection with the workers' compensation law as contained in Division 1 (commencing with Section 50) and Division 4 (commencing with Section 3200), including, but not limited to, Sections 129.5 and 132a.

(n) The agency or any of its departments, divisions, commissions, boards, or agencies may promulgate regulations to implement the provisions of this part.

(Amended by Stats. 2016, Ch. 31, Sec. 189. (SB 836) Effective June 27, 2016.)