APPENDIX

APPENDIX A

Court of Appeal, Second Appellate District, Division Four - No. B302925

S269000

IN THE SUPREME COURT OF CALIFORNIA

En Banc

JONATHON GREGG, Plaintiff and Respondent,

v.

UBER TECHNOLOGIES, INC. et al., Defendants and Appellants.

The petition for review is denied.

The requests for an order directing publication of the opinion are denied.

CANTIL-SAKAUYE
Chief Justice

[Filed June 30, 2021]

APPENDIX B

Filed 4/21/21 Gregg v. Uber Technologies, Inc. CA2/4

NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS

California Rules of Court, rule 8.1115(a), prohibits courts and parties from citing or relying on opinions not certified for publication or ordered published, except as specified by rule 8.1115(a). This opinion has not been certified for publication or ordered published for purposes of rule 8.1115(a).

IN THE COURT OF APPEAL

OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION FOUR

JONATHON GREGG,
Plaintiff and Respondent,

v.

UBER TECHNOLOGIES, INC. et al.,
Defendants and Appellants.

B302925

Los Angeles County Super. Ct. No. BC719085

APPEAL from an order of the Superior Court of Los Angeles County, Steven J. Kleifield, Judge. Affirmed.

Littler Mendelson, Sophia Behnia and Andrew M. Spurchise for Defendants and Appellants.

Outten & Golden, Jahan C. Sagafi, Rachel W. Dempsey; Merill, Shultz & Bennett, Stephen J. Shultz and Mark T. Bennett for Plaintiff and Respondent.

INTRODUCTION

Jonathon Gregg sued Uber Technologies, Inc. and Raiser-CA, LLC (collectively, "Uber") under the Private Attorneys General Act of 2004 (PAGA), Labor Code section 2698 et. seq.[1] He alleged Uber willfully misclassified him as an independent contractor rather than an employee, which led to numerous other Labor Code violations. In response, Uber filed a motion to compel arbitration under the "Arbitration Provision" in the "Technology Services Agreement" ("TSA") that it had required Gregg to accept in order to use Uber's smartphone application and become an Uber driver.

The trial court denied the motion. In doing so, it rejected Uber's contentions that: (1) the issue of Gregg's misclassification was a "threshold issue" related to whether he had standing to bring a PAGA claim, which was separate and distinct from the PAGA claim itself and therefore subject to arbitration; and (2) the clause in the Arbitration Provision requiring Gregg to waive his right to bring a PAGA claim ("PAGA Waiver") was enforceable. On appeal, Uber largely relies on the same arguments presented in the trial court to contend its motion to compel arbitration should have been granted.

In *Williams v. Superior Court* (2015) 237 Cal.App.4th 642 (*Williams*) we started the "chorus" of California courts holding an employer may not compel an employee to arbitrate whether he or she is an "aggrieved employee" before proceeding with a PAGA

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[1] All statutory references are to the Labor Code.

claim in Superior Court. (See *Contreras v. Superior Court* (2021) 61 Cal.App.5th 461, 477 (*Contreras*).) Because we continue to sing the same tune, and join a similar chorus of California courts deeming PAGA waivers unenforceable, we reject Uber's arguments and affirm.

FACTS AND PROCEDURAL BACKGROUND

Uber is a technology company that has developed a smartphone application known as the "Uber App," which connects riders with drivers to arrange transportation services. As of December 11, 2015, drivers wanting to use the Uber App must first enter into the TSA, which contains the Arbitration Provision.

The Arbitration Provision states it is "intended to apply to . . . disputes that otherwise would be resolved in a court of law" and "requires all such disputes to be resolved only by an arbitrator through final and binding arbitration on an individual basis only and not by way of court or jury trial, or by way of class, collective, or representative action." (Bolded text omitted.) These disputes include "disputes arising out of or relating to interpretation or application of [the] Arbitration Provision, including the enforceability, revocability or validity of the Arbitration Provision or any portion [thereof]"[2]; "disputes arising out of or related to [the driver's] relationship with [Uber]"; and "disputes regarding any . . . wage-hour law, . . .

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[2] Uber refers to this language in the Arbitration Provision as a "delegation clause" because it "delegate[s] threshold issues of [the Arbitration Provision's] enforceability to arbitration . . . ." Because Gregg does not dispute its use of that term, we use it as well.

compensation, breaks and rest periods, . . . [and] termination[.]"

The Arbitration Provision also identifies the claims and issues not included in its scope. Of relevance to this appeal, it does not apply to "[a] representative action brought on behalf of others under [PAGA], to the extent waiver of such a claim is deemed unenforceable by a court of competent jurisdiction[.]" The Arbitration Provision also states "the validity of [its] PAGA Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator."

The Arbitration Provision's PAGA Waiver states: "Notwithstanding any other provision of [the TSA] or the Arbitration Provision, to the extent permitted by law, (1) You and [Uber] agree not to bring a representative action on behalf of others under [PAGA] in any court or in arbitration, and (2) for any claim brought on a private attorney general basis—i.e., where you are seeking to pursue a claim on behalf of a government entity—both you and [Uber] agree that any such dispute shall be resolved in arbitration on an individual basis only (i.e., to resolve whether you have personally been aggrieved or subject to any violations of law), and that such an action may not be used to resolve the claims or rights of other individuals in a single or collective proceeding (i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law)[.]" (Bolded text omitted.)

Drivers who did not wish to be bound by the Arbitration Provision could opt out in the 30-day period following their acceptance of the TSA. Those who did not exercise this option in that time were bound by the Arbitration Provision.

Gregg signed up to use the Uber App on October 10, 2016 and accepted the TSA three days later. He did not opt out of the Arbitration Provision in the following 30 days.

In August 2018, Gregg filed a complaint against Uber, asserting a single claim under PAGA on behalf of himself and other current and former employees. He alleged Uber willfully misclassified him and other current and former employees as independent contractors, which led to its violation of California Wage Order 9-2001 and numerous other Labor Code provisions. Gregg's operative complaint only seeks to recover civil penalties for the alleged violations.

Uber filed a motion to compel arbitration,[3] seeking an order enforcing the PAGA Waiver by: (1) requiring Gregg to arbitrate his individual claims; and (2) dismissing and/or striking his representative PAGA claim. In support of this position, Uber contended the trial court was required to enforce the PAGA Waiver under *Epic Sys. Corp. v. Lewis* (2017) 138 S.Ct. 1612 [200 L.Ed.2d 889] (*Epic*), which—in its view— abrogated *Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348 (*Iskanian*).

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[3] The motion at issue on appeal is actually a renewed motion to compel arbitration filed in October 2019. Uber filed its initial motion to compel in November 2018. At the hearing on the initial motion, the trial court stayed the case and continued the hearing to December 5, 2019, pending our Supreme Court's decision in *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175 (*ZB*). Following *ZB*'s publication, the trial court approved the parties' stipulation to: (1) permit Gregg to amend his complaint to remove his request for unpaid wages, and thereby conform with *ZB*'s holding that unpaid wages are not recoverable under PAGA (*ZB*, *supra*, 8 Cal.5th at p. 182); and (2) allow Uber's renewed motion to compel to proceed on their proposed briefing schedule.

In the alternative, Uber requested an order: (1) "compelling [Gregg] to arbitrate the issue(s) of . . . whether he was properly classified as an independent contractor . . . and/or questions of enforceability or arbitrability"; and (2) staying all judicial proceedings until its motion was resolved and, if arbitration was ordered, extending the stay until its completion. On this point, Uber contended the issue whether Gregg had been misclassified as an independent contractor (the "misclassification issue") was a "threshold issue" governing whether he had standing to bring a PAGA claim, which would determine whether Gregg's claim is arbitrable. Thus, Uber argued, the issue must be arbitrated because the Arbitration Provision delegated issues of arbitrability to an arbitrator.

As noted above, the trial court denied the motion, reasoning that under California law: (1) whether a plaintiff is an "aggrieved employee" within the meaning of PAGA[4] is an essential element of a PAGA claim, not a "separate standing issue" capable of being "parse[d] out" for arbitration; and (2) the PAGA Waiver was not enforceable. Uber timely appealed.

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[4] Per section 2699, subdivision (a), "any provision of [the Labor Code] that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency . . . , for a violation of [the Labor Code], may . . . be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees." For purposes of PAGA, an "aggrieved employee" is "any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed." (§ 2699, subd. (c).)

DISCUSSION

I. Standard of Review

Where, as here, the trial court's order denying a motion to compel arbitration "rests solely on a decision of law," the "de novo standard of review is employed. [Citations.]" (*Robertson v. Health Net of California, Inc.* (2005) 132 Cal.App.4th 1419, 1425.)

II. Analysis

Uber contends the order denying its motion to compel must be reversed because the Arbitration Provision is enforceable as written. In support of this position, Uber essentially raises two arguments, which are largely identical to the ones it presented in the trial court. We address each in turn below.

A. Arbitrability of Misclassification Issue

First, Uber contends the trial court should have enforced the Arbitration Provision's delegation clause and "require[d] Gregg to arbitrate the issue of whether his threshold worker classification is arbitrable[.]" In support of this position, Uber contends the misclassification issue is a "threshold issue" separate and distinct from his PAGA claim, which will determine whether he has standing as an "aggrieved employee" under section 2699 to bring such a claim, and therefore will determine whether his claim is arbitrable. Uber therefore argues the misclassification issue's arbitrability must be resolved by arbitration, as the delegation clause requires "disputes arising out of or relating to . . . application of [the] Arbitration Provision or any portion [thereof] . . . . be decided by an [a]rbitrator and not by a court or judge."

In the alternative, Uber contends the trial court should have required Gregg to arbitrate the misclassification issue. Specifically, after reiterating its contention that the issue is separate from his PAGA claim, Uber contends "Gregg's alleged misclassification . . . is a private dispute between him and Uber regarding the nature of their business relationship," in which the state has no interest, and which the parties expressly agreed to resolve by arbitration.

The crux of both arguments above is Uber's contention that the issue whether Gregg is an "aggrieved employee" under section 2699 is not a part of his PAGA claim at all, and therefore can be arbitrated even if the PAGA claim cannot. As Gregg correctly points out, however, California appellate courts have uniformly rejected this argument, and "consistently . . . [held] that threshold issues involving whether a plaintiff is an 'aggrieved employee' for purposes of a representative PAGA-only action cannot be split into individual arbitrable and representative nonarbitrable components." (*Provost v. YourMechanic, Inc.* (2020) 55 Cal.App.5th 982, 996, rev. denied Jan. 20, 2021 (*Provost*) [citing *Williams, supra,* 23 Cal.App.4th 642 and its progeny].) This is so because "a PAGA-only representative action is *not* an individual action at all, but instead is one that is *indivisible and belongs solely to the state*." (*Id.* at p. 988, second italics added.) Therefore, a plaintiff "cannot [be] require[d] . . . to submit by contract *any part* of his representative PAGA action to arbitration." (*Ibid*, italics added.) Applying these principles, the *Provost* court held a plaintiff's classification as an employee or independent contractor "falls within the ambit" of the "threshold issues" that cannot be split from the representative PAGA claim. (*Id.* at p. 996.)

Recently, in *Contreras, supra*, 61 Cal.App.5th 461, Division 5 of this court rebuffed an attempt nearly identical to Uber's to "carve out" the issue of the plaintiffs' classification from their PAGA claim as a "gateway issue" of arbitrability within the purview of a delegation clause. (See *id.* at pp. 468, 473.) In so doing, Division 5 relied on—and set forth in detail—the extensive authority demonstrating the "'splitting of the PAGA claim'" sought by the defendants was impermissible, including *Provost, Williams,* and several other Court of Appeal decisions. (See *id.* at pp. 474-477.)

Uber asserts we should not follow *Provost* and *Contreras*[5] because they relied on "the *Williams* line of cases," which is "inapposite." Specifically, Uber emphasizes the defendants in *Williams* and its progeny sought to arbitrate whether the plaintiffs were "aggrieved," whereas here, Uber seeks to arbitrate whether Gregg was an "employee." We are not persuaded, as this is a distinction without a difference. Despite its focus on a different portion of the definition set forth in section 2699, subdivision (c), Uber strives to achieve the exact same outcome sought by the defendants in *Williams* and its progeny through similar means: to avoid litigating a PAGA claim in court by severing a key issue related to whether the plaintiff is an "aggrieved employee" from the PAGA claim itself.

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[5] *Contreras* was published after briefing was completed in this case. Gregg's counsel, however, included a citation to the case in a notice of supplemental authority. And at oral argument, counsel for both parties stated they were familiar with the decision and were allowed to present arguments regarding its applicability to this appeal.

Under well-settled California law, this it cannot do.[6] (See *Contreras*, *supra*, 61 Cal.App.5th at pp. 474-477; *Provost*, *supra*, 55 Cal.App.5th at pp. 993-996.)

In sum, we agree with *Provost* and *Contreras*, and conclude the misclassification issue is part and parcel of the "indivisible" representative PAGA claim asserted in this case, which "belongs solely to the state." (*Provost*, *supra*, 55 Cal.App.5th at p. 988.) The record does not demonstrate the state agreed to arbitrate the misclassification issue or delegate the arbitrability of that issue to an arbitrator. Nor does it establish Gregg was acting as an agent of the state when he agreed to the TSA. Accordingly, the trial court correctly determined Gregg cannot be required to resolve those issues through arbitration. (See *Correia v. NB Baker Electric, Inc.* (2019) 32 Cal.App.5th 602, 622 (*Correia*) ["Without the state's consent, a predispute agreement between an employee and an employer cannot be the basis for compelling arbitration of a representative PAGA claim because the state is the owner of the claim and the real party in interest, and the state was not a party to the arbitration agreement."]; see also *Bautista v. Fantasy Activewear, Inc.* (2020) 52 Cal.App.5th 650, 657-658 ["Because [the plaintiffs] were not acting as agents of the state when they entered into the arbitration agreements at issue here, [the defendant] has identified no arbitration agreement that would bind the real party in interest

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[6] Uber relies on the same federal district court decisions cited by the defendant in *Contreras* to argue the "threshold worker classification issue must be determined by an arbitrator where the arbitration agreement contains a delegation clause." (See *Contreras*, *supra*, 61 Cal.App.5th at p. 477, fn. 8.) Like Division 5, we too "find these cases irrelevant to this appeal" because "[n]one of [them] involve PAGA claims[.]" (*Ibid.*)

here—the state—to arbitration, even of the question of arbitrability."].)

B. Enforceability of PAGA Waiver

Next, Uber argues that even if the misclassification issue is not separately arbitrable, the trial court should have enforced the Arbitration Provision's PAGA Waiver by "dismissing or striking the representative PAGA claim and compelling arbitration . . . of his PAGA claim on an individual basis[.]" On this point, Uber acknowledges that in *Iskanian*, *supra*, 59 Cal.4th 348, our Supreme Court held "that an employee's right to bring a PAGA action is unwaivable," and that "where . . . an employment agreement compels the waiver of representative claims under the PAGA, it is contrary to public policy and unenforceable as a matter of state law." (*Id.* at pp. 383-384.) According to Uber, however, *Iskanian* has since been abrogated by *Epic*, *supra*, 138 S.Ct. 1612.

Numerous Courts of Appeal have rejected the contention that *Iskanian* is no longer good law in the wake of *Epic*. (See, e.g., *Correia*, *supra*, 32 Cal.App.5th at p. 620; *Provost*, *supra*, 55 Cal.App.5th at pp. 997-998; *Olson v. Lyft, Inc.* (2020) 56 Cal.App.5th 862, 864, 872-873; *Collie v. The Icee Co.* (2020) 52 Cal.App.5th 477, 480, rev. denied Nov. 10, 2020.) In the first decision to do so, Division One of the Fourth Appellate District explained: "*Iskanian* held that a ban on bringing PAGA actions in any forum violates public policy and that this rule is not preempted by the FAA because the claim is a governmental claim. [Citation.] *Epic* did not consider this issue and thus did not decide the *same* question differently. [Citation.] *Epic* addressed a different issue pertaining to the enforceability of an individualized arbitration requirement against challenges that such

enforcement violated the [National Labor Relations Act]. [Citation.]" (*Correia*, *supra*, 32 Cal.App.5th p. 619, italics in original.) In *Contreras*, Division 5 of this court "joined [these] Courts of Appeal." (*Contreras*, *supra*, 61 Cal.App.5th at pp. 471-472.) For the reasons stated in *Correia* and the other authorities cited above, we do so as well, and conclude Uber's argument regarding the PAGA Waiver's enforceability is without merit.[7]

DISPOSITION

The order denying the motion compel arbitration is affirmed. Respondent shall recover his costs on appeal.

NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS

CURREY, J.

We concur:

MANELLA, P.J.

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[7] We are not persuaded by Uber's argument that *Iskanian* (and *Correia*'s analysis based thereon) are inapplicable because Gregg could have opted out of the Arbitration Provision. "'*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.' [Citation.]" (*Williams*, *supra*, 237 Cal.App.4th at p. 648.)

COLLINS, J.

APPENDIX C

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Stanley Mosk Courthouse, Department 57

JOHNATHON GREGG VS UBER TECHNOLOGIES INC ET AL

BC719085

December 5, 2019 8:30 AM

Judge: Honorable Steven J. Kleifield	CSR: J. Fonseca
Judicial Assistant: J. Jimenez	ERM: None
Courtroom Assistant: K. Ghazarian	Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Jahan Crawford Sagafi and Rachel Williams Dempsey

For Defendant(s): Sophia Behnia

NATURE OF PROCEEDINGS: Hearing on Motion to Compel Arbitration and Stay Proceedings

The matter is called for hearing.

Pursuant to Government Code sections 68086, 70044, and California Rules of Court, rule 2.956, Jennifer Spee Fonseca CSR 12840, certified shorthand reporter

is appointed as an official Court reporter pro tempore in these proceedings, and is ordered to comply with the terms of the Court Reporter Agreement. The Order is signed and filed this date.

The Court, having read and considered all papers filed and heard argument, comes on now and orders as follows:

The Motion to Compel Arbitration filed by Uber Technologies, Inc. on 11/01/2018 is Denied.

Defendant represents an appeal will be filed on the ruling of this motion.

Defendant requests case to be stayed pending appeal.

Status Conference re appeal is scheduled for 09/10/20 at 08:30 AM in Department 57 at Stanley Mosk Courthouse.

Notice is waived.

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.
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> (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.)